BEFORE THE TENNESSEE REGULATORY AUTHORITY 'NASHVILLE, TENNESSEE

IN RE:)	
APPLICATION OF MEMPHIS NETWORX, LLC FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND)))	
NECESSITY TO PROVIDE INTERSTATI TELECOMMUNICATION SERVICES	E))	
AND JOINT PETITION OF MEMPHIS LIGHT, GAS & WATER DIVISION, A DIVISION OF THE CITY OF)))	DOCKET NO. 99-00909
MEMPHIS, TENNESSEE ("MLG&W") AND A&L NETWORKS-TENNESSEE,))	
LLC ("A&L") FOR APPROVAL OF AN AGREEMENT BETWEEN MLG&W AND A&L REGARDING OWNERSHIP OF MEMPHIS NETWORX, LLC.)))	
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PRE-FILED TESTIMONY OF BRENT E. HALL ON BEHALF OF IBEW LOCAL 1288

- Q. PLEASE STATE YOUR NAME AND PLACE EMPLOYMENT.
- A. My name is Brent E. Hall. I am employed at Memphis Light Gas and Water (MLGW).
- Q. DESCRIBE YOUR EDUCATIONAL BACKGROUND.
- A. I received a high school diploma from Kingsbery High School in Memphis, Tennessee in 1983. I received an associates degree in electrical engineering from State Technical Institute in Memphis in 1989. I successfully completed a 5 year journeyman lineman's program in 1989. This is a joint apprenticeship program between MLGW and the International Brotherhood of Electrical Workers, Local 1288 (IBEW).



Q. HOW LONG HAVE YOU BEEN EMPLOYED BY MLGW?

A. I was first employed by MLGW in 1984. I have been continuously employed by MLGW form that date though the present.

Q. WHAT IS YOUR CURRENT JOB TITLE WITH MLGW?

A. I am currently employed as a journeyman lineman.

Q DESCRIBE YOUR DUTIES AS A JOURNEYMAN LINEMAN.

A. I perform skilled work in the construction and maintenance of electrical cable and power line systems operated by MLGW.

Q. WHAT OTHER POSITION HAVE YOU HELD WITH MLGW?

- A. None.
- Q. DO YOU NOW HOLD A LEADERSHIP POSITION WITH IBEW LOCAL 1288?
- A. Yes.
- Q. WHAT POSITION?
- A. President.
- Q. HOW LONG HAVE YOU HELD THIS POSITION?
- A. Since June 1995.
- Q. IS THIS AN ELECTED POSITION?
- A. Yes.

Q. HAVE YOU HELD ANY OTHER POSITIONS WITH IBEW LOCAL 1288?

A. Yes. I was a member of the Executive Board from 1989 through 1995. I was also assistant business manager from April 1996 through June 1998. I have also served as chief steward, as well as other positions within the union.

Q. WHAT ARE YOUR RESPONSIBILITIES AS PRESIDENT?

A. I have numerous responsibilities involving the running of IBEW Local 1288, including presiding at meetings and appointing members to various committees. Additionally, I bargain with the management of MLGW on behalf of the bargaining unit employees.

Q. WHAT EMPLOYEES DOES IBEW LOCAL 1288 REPRESENT?

- A. The non-supervisory employees of MLGW.
- Q. HOW MANY EMPLOYEES ARE CURRENTLY REPRESENTED?
- A. Approximately 1700 are presently in the bargaining unit.

Q. WHAT IS PURPOSE OF YOUR TESTIMONY?

- A. The purpose of this testimony is to set forth the concerns of IBEW Local 1288 regarding the proposed joint venture of MLGW and A & L Networks Tennessee LLC, in Memphis Networxs LLC. I will testify regarding what IBEW Local 1288 considers to be the lack of good faith and openness with which MLGW approached us prior to its entry into the joint venture. I will testify regarding the impact of the proposed joint venture on the Memorandum of Understanding that currently governs labor relations between MLGW and its non-supervisory employees. I will testify regarding the impact that the proposed venture will have on jobs in the bargaining unit.
- Q. IS THERE CURRENTLY A MEMORANDUM OF UNDERSTANDING BETWEEN MLGW AND IBEW LOCAL 1288?
- A. Yes.
- Q. DOES THIS MEMORANDUM OF UNDERSTANDING COVER LABOR RELATIONS BETWEEN MLGW AND IBEW LOCAL 1288?
- A. Yes.

Q. WHAT TIME PERIOD DOES THIS MEMORANDUM COVER?

- A. It covers the period from January 1, 1998 to January 1, 2002.
- Q. AS PRESIDENT OF IBEW LOCAL 1288, DO YOU ACT AS LIASON BETWEEN THE MEMBERS OF THE BARGAINING UNIT AND MANAGEMENT OFFICIALS OF MLGW WITH REGARD TO LABOR RELATIONS AND THE OPERATION OF THE MEMORANDUM?
- A. Yes.
- Q. DID MLGW OFFICIALS DISCUSS WITH YOU AND OTHER OFFICIALS OF IBEW LOCAL 1288 OF ITS PLANS TO GO INTO THE TELE COMMUNICATIONS BUSINESS?
- A. Yes. There were some general discussions regarding; MLGW's exploration of the benefits of going into the telecommunications business. We were never told by MLGW, however, that they intended to go into a joint venture with A & L Networks-Tennessee LLC or any other private entity. We also were never informed of MLGW's intention to form Memphis Network LLC or any other private entity to go into the telecommunications business. The first we heard about this was from what appeared in the newspapers. We had consistently told MLGW that we would not be opposed to it going into the telecommunications business through its telecommunications division, but that we would oppose this if MLGW tried to do so as a private entity. I believe that MLGW did not act in good faith toward us, nor was it totally forthcoming to us regarding its intentions of setting up a private company. We have yet to be provided by MLGW with a copy of Memphis Networks's Application to the TRA, or the Operating Agreement between MLGW and A & L Networks-Tennessee LLC. We are constantly told by MLGW that we as its employees are partners with it, but

at no point was any input requested from us regarding this venture, nor were we asked regarding our concerns about its impact on the Memorandum of Understanding or our jobs.

- Q. WERE THERE ANY MEETINGS HELD WITH REPRESENTATIVES OF MLGW AND IBEW LOCAL 1288 REGARDING SETTING UP MEMPHIS NETWORX LLC?
- A. Not prior to its formation and the signing of the contract.
- Q. WERE THERE ANY DISCUSSIONS HELD REGARDING THE OPERATING AGREEMENT OF MEMPHIS NETWORX BETWEEN MLGW AND A & L NETWORKSTENNESSEE, LLC?
- A. No, not before it was entered into.
- Q. REFERRING BACK TO THE MEMORANDUM OF UNDERSTANDING, WERE YOU AS PRESIDENT OF IBEW LOCAL 1288 INVOLVED IN THE NEGOTIATION OF THIS MEMORANDUM WITH MLGW ON BEHALF OF IBEW LOCAL 1288?
- A. Yes.
- Q. HAVE YOU REVIEWED THE MEMORANDUM AND ARE YOU FAMILIAR WITH ITS TERMS?
- A. Yes.
- Q. IS A COPY OF THIS MEMORANDUM ATTACHED AS EXHIBIT "A"?
- A. Yes.
- Q. WHAT DOES ARTICLE 17 OF THE MEMORANDUM PROVIDE?
- A. Article 17 provides that senior qualified employees shall be considered for promotion or transfer to new positions and to vacancies in jobs covered by the Memorandum before applicants are

considered from outside of the pargaining unit. In effect, Article 17 gives "first dibs" to qualified bargaining unit employees on new positions or vacancies for jobs covered by the Memorandum.

- Q. WILL THERE BE NEW JOBS CREATED BY THIS TELECOMMUNICATIONS VENTURE THAT ARE COVERED BY THE MEMORANDUM?
- A. Yes.
- Q. ARE THERE QUALIFIED BARGAINING UNIT EMPLOYEES TO FILE THESE JOBS?
- A. Yes. Actually, there are bargaining unit employees currently employed that have experience in pulling and splicing fiber-optic cable.
- Q. IF MLGW WENT INTO THE TELECOMMUNICATIONS BUSINESS THROUGH ITS TELECOMMUNICATIONS DIVISION, WHAT EFFECT IF ANY WOULD THIS HAVE ON THE APPLICABILITY OF THE MEMORANDUM?
- A. If MLGW went into the telecommunications business through its telecommunications business, Article 17 of the Memorandum would apply to the new jobs created by this, and MLGW would be required to fill these jobs with bargaining unit employees.
- Q. DOES GOING INTO THE TELECOMMUNICATIONS BUSINESS AS A JOINT VENTURE IN MEMPHIS NETWORX CIRCUMVENT THE REQUIREMENTS OF ARTICLE 17 OF THE MEMORANDUM OF UNDERSTANDING?
- A. Yes, if Memphis Networx is considered a private company, as it claims to be.
- Q. IS THERE ANY OTHER POTENTIAL IMPACT THAT THIS VENTURE WOULD HAVE ON ARTICLE 17 OF THE MEMORANDUM OF UNDERSTANDING?

A. Yes. We were told that if the Memphis Networx venture is approved and the project starts, MLGW will bid for some of the work, as if it were any private contractor. This work will be performed by bargaining unit employees. While we generally want additional work, our concern here is that this would take current bargaining unit employees away from the essential services provided by MLGW. This shortage would be filled by MLGW by contracting the work to a private company. Our concern is that when the Memphis Networx project is completed, MLGW will continue to use the private contractor, thus in effect eliminating bargaining unit jobs and circumventing the Memorandum of Understanding.

Q. WHAT OTHER CONCERNS DOES IBEW LOCAL 1288 HAVE WITH PROPOSED JOINT VENTURE?

A. IBEW has several additional concerns:

First, we are concerned about the precedent set by this venture. It is essentially outsourcing of work to an out-of-state, quasi-public and potentially non-union employer that pays substandard wages for this area. If MLGW goes into the telecommunications business through what it considers to be a private business, and circumvents our Memorandum of Understanding, then nothing will prevent it from doing the same with its electric gas, or water civisions. It could thus totally privatize itself. A valuable asset of the City of Memphis will thus be placed in jeopardy.

Second, we are concerned about the loss of jobs. It is stated in the Memphis Networx business plan that the telecommunications infrastructure will provide real-time meter reading. There are currently approximately 100 bargaining unit jobs that may be eliminated by this.

Third, in addition to being employees of MLGW, we are also ratepayers and members of the general public. As such, we are extremely concerned about the entry by MLGW into a joint venture

with an out-of state, non-union company, that has little experience in the telecommunications business. This puts ratepayer and potentially taxpayer money at risk. We feel that if MLGW believes that it is in its best interest to enter this business, it should do so itself, as other publically held utilities have, and preserve its public nature.

DOES THIS CONCLUDE YOUR TESTIMONY? Q.

A. Yes.

YERIFICATION

I, Brent E. Hall, declare under penalty of perjury that I am authorized by the International Brotherhood of Electrical Workers Local 1288 to testify on its behalf, that I have caused the foregoing written testimony to be prepared on my behalf, that I have read the foregoing testimony, and that the statements contained therein are true and correct to the best of my knowledge, information and belief.

BRENT E. HALL

President of International Brotherhood of Electrical Workers Local 1288

STATE OF TENNESSEE COUNTY OF SHELBY

SWORN TO AND SUBSCRIBED before me this 23rd day of May, 2000.

MY COMMISSION EXPIRES:

September 18, 2W2

NTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS



JNDERSTANDING

WATER DIVISION

between MEMPHIS LIGHT, GAS AND and LOCAL UNION NO. 1288

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MEMORANDUM OF UNDERSTANDING

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 1st day of January, 1998, by and between the MEMPHIS LIGHT, GAS AND WATER DIVISION, hereinafter referred to as the "DIVISION" and LOCAL 1288 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, affiliated with the American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the "UNION."

WHEREAS, certain employees of the Division have designated the Union as their representative to deal with the Division in matters pertaining to wages, working conditions, and all other conditions of employment, and

WHEREAS, the City of Memphis, Tennessee, owns and operates its electric, gas and water systems and is engaged in supplying services to its schools, parks, playgrounds, streets, hospitals, public buildings, and in serving the public, these services being vital to the public health and welfare, and

WHEREAS, the Board of Commissioners was created to administer the affairs of the utility systems and the exclusive management, control and operation of said systems was imposed upon said Board of Commissioners, with the exclusive authority to engage, determine the number of, and fix the duties and salaries of all employees, and

WHEREAS, for the purpose of facilitating orderly and prompt settlement pertaining to wages, hours, working conditions, other conditions of employment, and grievances affecting these employees, this Memorandum of Understanding is made and constitutes the entire agreement between the Union and the Division.

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Statement of Principle

ARTICLE

employment suitable to maintain a competent work force providdum of Understanding in an effort to provide conditions of ing uninterrupted service to the public. sense methods, the Division and Union enter into this Memoranand by adjusting any differences through rational, common end, and believing that all will benefit by harmonious relations serves. In recognition of the mulual responsibility in attaining this low cost and reliable service to the public which the Division The Division and the Union have a mutual interest in providing

ARTICLE 2

Union Recognition

and the State of Tennessee. extent provided by the applicable laws of the City of Memphis conditions and all other conditions of employment to the full sion for the purpose of negotiations on wages, hours, working hereby recognizes Local Union No. 1288 of the International Brotherhood of Electrical Workers, AFL-CIO-CLC, as the designated representative of non-supervisory employees of the Divi-The Memphis Light, Gas and Water Division, City of Memphis,

nated by a majority of the non-supervisory employees labor organization shall be recognized unless they be desigexclusive recognition, it is the policy of the Division that no other While the recognition herein is not intended to constitute

on the right of any employee to belong to the Union or to refrain from belonging to the Union. It is mutually agreed there shall be no limitations or restrictions

NCLUDED EMPLOYEES ing shall apply only to employees as defined in Article 3 The terms and conditions of this Memorandum of Undersland-

ARTICLE 3

Included Employees

the Memorandum of Understanding. The classifications listed in this Article are those covered by

See list on Pages 61 -79

unless there have been no changes in the current quarter. lotal listing will be prepared for the Union on a quarterly basis or pay grades, will be sent to the Union office, and an updated changed classifications, job numbers, line of progression status, Any changes in this list relative to classification titles or new or

in an effort to reach agreement. discuss the categories and tests for excluding job classifications respect to such new job classifications, the Union Business Manager and the Manager of Labor Relations shall meet and The Union will be advised of any new job classifications. With

Relations and it necessary, pursue such a grievance directly to ager may file a Union grievance with the Manager of Labor If agreement cannot be reached, the Union Business Man-

of higher fearning, or learned on the job and performing course of study, specialized training or study in an institute science or learning customarily acquired after protonged PROFESSIONAL EMPLOYEES. Employees whose work ment. Requiring knowledge of an advanced type in a field of and involves consistent exercise of discretion and judgter as opposed to routine manual, mechanical or physical, is predominantly intellectual in nature and varied in charac-

Ņ SECURITY PERSONNEL. Watchmen and Guards

EXECUTIVE AND CONFIDENTIAL SECRETARIES.

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of Manager or equivalent. executive management members down through the level Secretaries who work for the President of the Division and



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CONFIDENTIAL EMPLOYEES. Confidential employees are those individuals whose departmental responsibilities or normal activities in connection with the personnel, fiscal, or other matters affecting collective bargaining relations give them access to confidential data with respect to such matters.

All Personnel Department, Payroll Department and Labor Relations Department employees are considered as Confidential employees.

- 5. SUPERVISORS. Any Individual having authority in the interest of the Division to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct them, or adjust their grievances, or to effectively recommend such action provided that such authority is not merely routine or of a ciercal nature and requires the use of independent judgment. (Present criteria for determining supervisory status shall continue unless altered elsewhere in this Memorandum of Understanding.)
- If the Union Business Manager is in disagreement with the exclusion as determined by the above definitions, he/she may file a Union grievance with the Manager of Labor Relations and if necessary pursue such a grievance directly to arbitration.

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Part-Time and Temporary Employees

A. PART-TIME EMPLOYEES

- All part-time employees are excluded from coverage of this Memorandum of Understanding.
- Part-time employees are those employees who are employed to work less than forty (40) hours a week on a regular basis, excluding any necessary overtime.
- Part-time employees will be hired as needed by the Division; however, part-time employees will not be hired for the purpose of avoiding hiring of full-time employees.
- 4. In the office areas it is not the intent of Management to work part-time employees on overtime until the overtime has first been declined by those regular employees on duty who normally perform the work.
- 5. In the field areas it is not the intent of Management to work part-time employees on overtime unless the regular employees who normally perform the work are unavailable.
- Part-time employees are not entitled to employee benefits such as insurance, pensions, or pay for time off except as a result of occupational injury.
- 7. Part-time employees will be considered as new job applicants on jobs for which they apply.

B. TEMPORARY EMPLOYEES

- All temporary employees are excluded from coverage of this Memorandum of Understanding.
- 2. Temporary employees are those employees who are employed to work full-time but for a limited time period, not on a permanent basis. This includes but is not limited to co-op students, temporary office help, and summer employees.
- 3. Temporary employees will not be hired for the purpose of avoiding hiring of permanent employees, but may be hired for specific needs not of a permanent nature. Co-op students will perform bargaining unit work only with bargaining unit employees.



work temporary employees on overtime until the overtime has perform the work. first been declined by those regular employees who normally In the office areas it is not the intent of Management to

who normally perform the work are unavailable. temporary employees on overtime unless the regular employees In the field areas it is not the intent of Management to work

work- out-of-classification. utilization of qualified regular employees within the Area on Temporary employees will not be used to avoid the

overtime to complete a job. overtime but may work if they are part of a crew which works Temporary employees will not take part in planned

as a result of occupational injury. benefits such as insurance, pensions, or pay for time off except Temporary employees are not entitled to employee

applicants on jobs for which they apply. Temporary employees will be considered as new job

employees, delining the category and initial hire date of each The Union will be provided with a monthly list of all temporary

ARTICLE 5

Supervisors Work by Supervisors, Foremen or Comparable First-Line

proper techniques and methods, layout work, developmenta efficiency, which may or may not require certain manual tasks, employees covered by this Memorandum of Understanding. The supervisors and foremen do such work as may be necessary on sary clerical work, teaching, instructing, and demonstrating properly organized and started, which shall be limited to neces assisting and doing such work as may be required to get a job Division reserves the right, however, to have all its first-line and experimental work, work incidental to devising new or the responsibility of organizing their crews for the greatest their part to properly fulfill functions as supervisors. This includes Supervisors shall not perform work which is normally done by

> methods. incidental to checking and trying out tools, equipment or improved methods and techniques, emergency work and work

Emergency work under this Article shall mean

- 1. Work necessary to protect the safety of persons, equipment or property, or,
- Work necessary to maintain or restore service to customers a reasonable effort has been made to secure such qualiin the absence of qualified non-supervisory personnel, if fied personnel after the condition is reported.
- shall perform the work. The presence or absence of qualiperform the work shall determine whether the supervisor The circumstances surrounding the urgent necessity to ing factor in defining the emergency. ited non-supervisory personnel shall not be the determin-
- by the Business Manager of the Union and the Manager of a supervisor's action, such problems shall be discussed If problems of interpretation of the above occur because of Labor Relations in an attempt to resolve them.

Non-Discrimination

Memorandum of Understanding. use the grievance and/or arbitration procedures provided in the ily, veterans status, political affiliation, membership or nonof sex, marital status, race, religion, national origin, age, disabilmembership in the Union, or because any employee chooses to tion by the Division or the Union against any employee because There shall be no discrimination, coercion, threats or intimida-

precedence over any other provision in the Memorandum of Understanding. The intent expressed in this Non-Discrimination Article takes

gender in this Agreement shall be construed as including lemale. "Employee" as used in this Agreement or use of the male

Americans with Disabilities Act. The parties recognize the need for compliance with the

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ARTICLE 7

Division Responsibility

It is understood that nothing herein shall require the Board to do anything forbidden by, or refrain from doing anything permitted to be done by applicable law. Nothing in this Memorandum of Understanding shall be interpreted as abrogating the authority vested in the Board for the exclusive management, control and operation of the Division.

The Division has the exclusive right among others: to determine the purpose and dulies of each of its departments; to set the standards of services to be offered to its customers; to enter into any contracts for Division business; and to exercise control and discretion over its organization and employees, so long as the determination does not violate this Memorandum of Understanding.

affecting the terms and conditions of employment working conditions or rules and regulations of the Division a claimed violation, misinterpretation or misapplication of the prelation of the terms of this Memorandum of Understanding or right to submit a grievance concerning the application or interof work, funds, or for other legitimate reasons; and to determine any time; to relieve its employees from duly in the event of lack that nothing contained in this Article shall be deemed to deny the work schedules, hours, and number of shifts; provided, however, tions and classifications, the number of employees required at against its employees for just cause; to determine job qualificasuspend, discharge or take other appropriate disciplinary action promote, demote, transfer, assign or retain employees in posirial and supervisory employees; to establish work rules; to lions and locations within any department; to select its manage-Included is the Division's right; to direct its employees; to hire

RTICLE

No Strike-No Lockout

During the term of this Memorandum of Understanding, the Union agrees that it shall not engage in, encourage or approve any strike, work stoppage, boycott or any other form of interference with continuous and peaceful operation of the Division and progress of the work.

If employees engage in any of the actions listed above, they shall be subject to disciplinary action, including discharge.

The Division agrees that it will not lock out any of the employees covered by this Memorandum of Understanding.

In case of any interruption of work, as described above, the Union will take every legal, affirmative step necessary to terminate the interruption of work.

Inasmuch as the Union does not claim the right to strike under any circumstances, it is agreed that all matters shall be settled according to Article 32, the Grievance and Arbitration Procedure.

ARTICLE 9

Bulletin Boards

It is agreed that the Union may have reasonable use of Division bulletin boards for the posting of notices of meetings, elections, recreational and social functions. Other matters may be posted with the specific approval of the Manager of Labor Relations.

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At no time shall the Union material occupy more than 50% of the space on a bulletin board.

ARTICLE 10

Probationary Period of Employment

All new emptoyees shall serve a probationary period of six (6) months exclusive of time away from the job. Bids will not be accepted during the probationary period.

standing and receive not less than the minimum rate of pay for under the conditions provided by this Memorandum of Undercovered by this Memorandum of Understanding shall work his/her classification. The employee shall not be entitled to time off with pay for any During the period of probationary employment, an employee

reason except occupational injury during this period.

end of the probationary period. from date of employment but may not use either until after the The employee shall accrue sick leave and vacation credit

Manager of Labor Relations if requested by the Union Business Business Manager in writing and shall be subject to review by the be supplied to the employee, the Union Steward, and the Union on the basis of arbitrability. The reasons for the termination shall Discrimination Article of this Memorandum will not be challenged employees submitted on the issue of a violation of the Nondum of Understanding. Grievances of discharged probationary ance Procedure or appeal provided such cause of discharge is not in violation of the Non-Discrimination Article of this Memoranduring this period for any cause without recourse to the Griev-The employee's services may be terminated at any time

ARTICLE 11

Rules and Regulations

be made in an arbitrary or capricious manner. ing new rules and changing rules, however, such rules will not The Union recognizes Management's final authority in mak-

of Management to discuss these matters with affected employ ees about these matters as early as feasible, and it is the intent ees in advance, if not prevented by circumstance Management recognizes the importance of informing employ

ARTICLE 12

Dues Deduction

execute a written assignment in the form agreed upon. ing deductions of Union dues shall be for each employee to procedure which shall be followed by all employees in authorizallowed for payment of initiation fees, assessments or fines. The for the purpose of paying Union dues. No authorization shall be Employees of the Division may authorize payroll deductions

notified if the cancellation card is used. Memorandum of Understanding. The Union shall be promptly prior to the anniversary date of the implementation of this Department. This revocation may be made during the month (certified mail, return receipt requested) addressed to the Payroll Payroll Department, by written notice, signed by the employee, or if the employee is physically unable to sign the walver in the cancellation card provided by the Payroll Department of the Division and signed by the employee in the Payroll Department, The payroll deduction shall be revocable by a separate

suits instituted against the Division on account of payroil deducdeductions are made. The Union will indemnify, defend, and hold tion of Union dues. representative of the Union within fitteen (15) days after such together with an Itemized statement to the duly authorized deducted 24 times a year in an amount certified by the Union and prior to the beginning of the pay period in which the new dues are the Division harmless against any claims made and against any the aggregate deductions of all emptoyees shall be remitted to be deducted. The dues of both "A" and "BA" members shall be lhe Union shall notify the Division at least two (2) calendar weeks In the event the Union members vote to change Union dues

presentation of proper evidence thereof. to it in error on account of the payroll deduction provision upon The Union agrees to refund to the Division any amounts paid

standing of the Union is in non-pay status for an entire pay period amount of the appropriate Union dues. When a member in good other legal and required deductions are made to cover the The employee's earnings must be regularly sufficient after

earnings. In the case of any employee who is in non-pay status no withholding will be made to cover that pay period from future

of the Union as soon as it is possible to do so. non-pay status will be sent to the duly authorized representative legal and required deductions have priority over Union dues. according to eslablished priority. In this connection, all other sufficient to cover the full withholding, deductions shall be made during only part of the pay period, and the wages are not Notification of dues not deducted because of an employee's

ARTICLE 13

Picket Lines

case-to-case basis if there be a problem concerning such assignments. The parties agree to cooperate to resolve such problems it it is possible. ing from assignments of employees to cross pickel lines on a The Union and management shall discuss any problems aris-

ARTICLE 14

Union Representatives

Anates may be authorized by the Manager of Labor Relations, upon written request from the Union Business Manager, to represent employees of a specific section or sections of the idepartment involved. g nized for each (Area) Supervisor; however, if this does not afford adequate representation, additional Union Stewards or Afterof Understanding. One Sleward and one Alternate will be recogrelating to grievances that involve working conditions or the respective Areas or locations and appropriate steps in all matters interpretation, application, or performance of the Memorandum and accredited Union Stewards and Chief Stewards for their The Division recognizes and shall deal with the appropriate

> or areas: Chief Stewards in one (1) of the following geographic locations Union Stewards to serve as Union Stewards in their Areas and The Union shall designate twelve (12) of the above authorized

Steward will be authorized for each Center. As additional Service Centers are opened, one (1) Chief

they are employed. Stewards shall represent only geographical locations in which shall represent only the Areas in which they are employed. Chiel locations they have been selected to represent. Union Stewards Union Stewards and Alternates and designate the Areas and/or The Union shall furnish a written list of the Chief Stewards.

Manager to act in the absence of another Chief Steward.
Union Stewards and Chief Stewards shall be granted necesof Labor Relations upon request from the Union Business as Sleward. A Chief Steward may be authorized by the Manager Sleward, the Chief Steward in that geographic location may act his/her place. In the absence of both the Steward and Alternate In the absence of the Union Steward, the Alternate can act in

delayed. Time keeping procedures in each Area will be strictly handle grievances and have time off will not be unreasonably leave their work, as far in advance as possible. Permission to efficient operations. Union Stewards and Chief Stewards shall request permission of their Supervisor when It is necessary to will be handled at such times as will not interfere with orderly and ances in their respective Areas, locations and steps of the sary time off during working hours to handle and settle griev-Grievance Procedure, withoul loss of regular pay. These matters

Upon election or appointment to the position of Union Business Manager or Assistant Business Manager, such employee(s), not to exceed three (3) employees will be transferred to the Labor Relations Department.

Upon leaving the Union office, such employees that the Labor of the Union office, such employees that the Labor of the Union office is the transferred to the Union of Union Business Manager, such employee (s), and the Union Business Manager, such employee(s), and the Union Business Manager, such employee(s), and the Union of Union Business Manager, such employee(s), and the Union of Union Business Manager, such employee(s), and the Union of Union Business Manager, such employee(s), and the Union of Union of Union Only (s) and Uni

Upon leaving the Union office, such employee shall be reinstaled in his/her former classification and location if in effect and the employee is qualified to perform the duties of that position. The employee shall be deemed to have continued to accrue Division, occupational and classification seniority in his/her former position during his/her term in Union office. In the event there is no vacancy in his/her prior classification, the employee will displace the employee in that classification who has the least classification seniority unless the returning employee's classification seniority is lower than the incumbent's. The displaced employee may in turn use occupational seniority to displace another employee in his/her occupational line of progression.

If the returning employee's position or the displaced employee's position is no longer in effect or he/she is barred from displacing another employee under the previous paragraph, placement efforts will be made to find a comparable position for a three (3) month period. If a comparable position is not found, the employee will be placed in an available position and paid at the appropriate rate of pay for that classification.

Upon leaving the Union office, the employee's pay will be adjusted to the appropriate pay rate of the former classification.

The Union Business Manager and/or Assistant Business Manager shall be allowed access to the buildings and grounds of the Division for the investigation or handling of grievances and complaints provided that a Manager is present at any adjustment. However, the Union Business Manager and/or Assistant Business Manager shall notify the appropriate Manager prior to visiting any area or work site. If the participation of an employee is required, the Union Business Manager and/or Assistant Business Manager must get permission from the supervisor or crew leader at the work site.

ARTICLE 15

Discipline and Discharge

Oral discussion between Supervisors or Foremen and the employees under their supervision are routine for the purpose of correction as to procedure or method, instruction or explanation of the duties and responsibilities in their job.

When a direct oral reprimand becomes necessary that may lead to more serious disciplinary action, the reprimand shall be given in the presence of the Steward II requested by the affected employee. If a difference of opinion arises between the employee and his/her Supervisor as to whether or not an oral discussion constitutes a reprimand, the employee may request the presence of the Steward. When the offense is serious enough or when it is a repetition of a prior offense, the reprimand may be put in writing and a copy given to the employee, the Steward and the Union Office. This written reprimand shall also be made a part of the employee's record in the Personnel Department.

If there are no repetitions of specific infractions within six (6) months, written reprimands will be considered cleared and marked as cleared in the employee's personnel record in the Personnel Department.

Suspensions, without pay, may be imposed by a Supervisor or higher authority when this will effect the necessary improvement in the conduct of an employee to prevent discharge. Suspensions shall be effective no sooner than the day following the day on which the offense occurs. Suspensions and the reasons shall be put in writing and supplied to the employee, the Steward and the Union Office.

The Division shall have the right to discharge any employee for just cause. If requested, the discharged employee will be granted a hearing by his/her Manager in the presence of the Steward. The reason for such discharge shall be put in writing and given to the employee and the Union Business Manager.

Appeals of written reprimands and successions.

Appeals of written reprimands and suspensions may be taken up at the second step of the Grievance and Arbitration Procedure and carried through as many steps as deemed necessary. Discharges may be appealed directly to Step 3.

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Any employee whose reprimand, suspension or discharge is found to be wholly unjustified shall have his/her record cleared of said offense, shall be reinstated and compensated in full for all lost time, and have restored all other rights and conditions of employment.

ARTICLE 16

Senfarity

The Division and the Union accept the principle of employee seniority as herein defined and applied in the Memorandum of Understanding.

Division seniority is defined as continuous length of service since latest date of employment as a regular full-time employee.

Occupational seniority is defined as accrued service time

in an employee's occupational line of progression as a regular full-time employee.

Job classification seniority is defined as accrued service time in any employee's current job classification extending beyond but including the trial period.

Each employee shall accumulate seniority Division-wide and in his/her occupational line of progression and job classification. Stewards appointed by the Union shall have seniority during such appointment over the other employees in their department in the event of a layoff or reduction in force, subject to the qualifications and capabilities of the Stewards to fill the remaining jobs.

The seniority of an employee will be broken under the following conditions and when so broken such employee shall be for all purposes considered a new employee if and when rehired:

1. Resignation or other voluntary termination of employment.

2. Discharge.

Failure to report to work after layoff within ten (10) days after the Division gives the employee written notice to return to work and failure to notify the Division of his/her intention to return to work within five (5) days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by registered or certified mail addressed to the last address furnished to the Personnel Department of the Division.

 Layoff without recall to work within one (1) year from the date of such layoff.

Where an employee has established seniority privileges in a job classification covered by the Memorandum of Understanding and is transferred or promoted to another position which is not covered by the Memorandum of Understanding, and such employee is later restored to a covered position, such employee shall be deemed to have retained, but not accumulated seniority, Subject to the needs of the description.

Subject to the needs of the department, department heads should use the principle of seniority in making selections from within classifications for assignments to locations and shifts. Where there is an agreed upon occupational line of progression, occupational seniority shall be used. Where there is no occupational line of progression, job classification seniority shall be used.

An employee who promotes or transfers to another classification shall be deemed to have continued to accrue seniority in his/her former classification and/or occupational line of progression for the prescribed trial period if the employee subsequently fails to satisfactority perform in the new classification.

Seniority lies will be made to classification.

Seniority lists will be maintained on all three types of seniority and will be updated quarterly and will be posted on bulletin boards.

In instances where there are disputes regarding the order of employees on seniority lists such disputes will be mutually resolved by agreement between the Manager of Labor Relations and the Union Business Manager.

Any employee who objects to his/her standing on seniority lists should protest during the thirty (30) days from the date of original posting.

ARTICLE 17

Promotions and Transfers

It is the policy of the Division that senior qualified emptoyees of the Division shall be considered for promotion or transfer to new positions and to vacancies in jobs covered by the Memorandum of Understanding prior to considering applicants from outside the Division. However, employees must complete the

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probationary period for new emptoyees prior to submitting bids for positions filled through the bid procedures.

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Employees will be considered for promotions as follows:

entry level, in the following order: For openings in occupational lines of progression above

Employees in the next preceding classification or classifications in the line of progression.

All employees covered by this Memorandum of Employees in other preceding classification or classifications in the line of progression indescending order

For all other openings: All employees covered by this vided by law. Memorandum of Understanding, except as may be pro-Understanding, except as may be provided by law

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sion, as in (1.) above. except those openings above the entry level in lines of progres. All job openings are to be filled by the use of the bid procedure

The ใบปัจพันฟ์ faciors strail be considered in making selections: a. Seniority:

sion-Division seniority; on jobs in occupational lines of on bid jobs including enlry jobs in the lines of progres progression- occupational seniority.

Qualifications, including training, experience, compe lence and service record.

are sufficient and relatively equal Seniority shall be the determining factor when qualifications

Bld Procedure.

 \approx Positions will be posted and bids accepted by one (1) of three (3) methods:

cepled at any time for these positions. A list will be kep which are difficult to fill within the Division. These poslings remain on the board permanently. Bids will be ac-PERMANENT POSTING: Positions on this list are ones from which subsequent openings can be filled.

> will be posted for eight (8) days. VACANCY POSTING: Positions on this list are ones opening cannot be filled from a prebid list, the position prebid postings per year. For every live (5) positions on the prebid list, an employee will be allotted one bid. If an short. An employee may bid on a limited number of the Prebid positions will be reposted whenever the list gets will be kept from which subsequent openings can be filled. be posted two (2) times a year for eight (8) days. A list ones with high turnover. Positions on prebid postings will PREBID POSTING: Positions on this list are generally

posted for each vacancy for eight (8) days. Employees may bid on twenly (20) of these positions per year. must bid on each posting to be considered. An employee which are posted as a vacancy occurs. Positions will be

postings, the Division will fill the position from any available If qualified bidders are not available for positions on these

cannot be reached, the position will be posted using the vacancy The determination of the type of posting for each classification will be made by agreement of the Union Business Manager, Personnel Manager and Labor Relations Manager. If agreement

Manager. area of the Division. Necessary information regarding the posi-lions will be stated on the posting notices, along with the Copies of all posting notices will be sent to the Union Business minimum qualifications necessary to meet the job requirements. Application forms with instructions will be available in each

procedures or openings to be filled through the bid procedures After notification and acceptance of a new position, the employee's pending bids will be voided and the employee will not This restriction refers only to positions received through the bid be considered for further openings for a period of six (6) months.

General:

production within this trial period. Trial periods will be as follows: no employee will be expected to be at peak proficiency or period to prove their ability to perform their new duties; however, Persons promoted or transferred shall be allowed a trial Grades I-V Three (3) months

Grades VI-IX Grades X-XV Six (6) months Four (4) months

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Personnel Department. may opt to return to his/her old classification by request to the During the lirst two weeks of the trial period, the employee

position or a comparable one at the appropriate rate of pay. In this event, the next selection for the position will be from the qualified applicants of the original bid list. his/her new duties, the employee will be returned to his/her old ployee in learning his/her new dulies. If found unable to perform Training and assistance will be provided to assist the em-

period may be considered again for promotion when a suitable Any employee returning to his/her old position after a trial

opening occurs.

Business Manager and the Manager of Labor Relations will meet a seniority question arises due to reclassification, the Union than one (1) month from the date of his/her original selection. If employee will be reclassified to his/her new classification no later soon as is reasonably feasible; however, in all cases, the employee shall be released from his/her present position as Once an employee has been selected for promotion, the

as of the effective date of the promotion. to resolve the problem on a case-by-case basis. An employee who is promoted will receive the proper increase

the work of the new classification. progression will retain his/her anniversary date established in he previous job classification provided employee can perform Any employee who transfers laterally within his/her line of

selected for the vacancy. after the employee is notified of the name and seniority of person the Manager of Labor Relations not tater than fifteen (15) days Grievances on promotions or transfers shall be submitted to

adjustment based on his/her pay rate after the step increase. the date of his/her promotion, will receive his/her promotion pay would have received a merit step increase within one month after An employee who is a successful bidder on a job and who

considered for a job more sultable without the use of the above he Labor Relations Manager, procedures with approval of the Union Business Manager and When an employee is partially disabled, he/she may be

The following information will be furnished to the Union:
1. A list of all bid applicants and their seniority.

The name of the successful bid applicant and his/her

seniority.

Upon request, the qualifications of the successful bid applicant will be furnished to the Union Business Manager.



ARTICLE 18

Layoff or Reduction in Force

within the classification and department where tayoff or reduction in force occurs. laid off or reduced in force in accordance with Division seniority In the event of a layoff or reduction in force, employees will be

employee who displaces an employee in a lower classification subject to a reduction in force previously worked, if otherwise nersite displaces. shall be paid at the appropriate rate for the classification in which may only displace an employee with less Division seniority. An qualified to perform the dulies of that classification. An employee Division seniority in the tast classification in which the employee a reduction in force under the above provision may exercise his her Division seniority to displace an employee with the least Any employee subject to layoff in excess of two (2) weeks or

salary appropriate to the new position. sidered to fill such vacancles if qualified. If they accept a new outside the laid-off employees' classification, they may be conposition outside their former classification, they shall be paid a Recall shall be in inverse order of layoff. If vacancies occur

classifications or other reduction in force. A reasonable effort wit employees as a result of reorganization, the elimination of job permanently separated as a result of reduction in force. be made to place employees in available jobs before they are It is the policy of the Division to avoid separating permanent

B of the Termination Pay Article. lack of work will receive termination pay as provided in Section Employees laid off due to reduction in force or on account of

available upon request. fully with the Union and facts relative to the layoff will be made If a layoff becomes imminent, the matter will be discussed

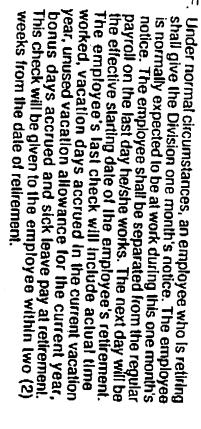
effected for the general public ees covered by this Agreement unless substantial savings are out or subcontract the work now being done by present employ-During the term of this Agreement, the Division will not contract

Termi

ARTICLE 19

Termination Pay

- A. A permanent hourly or salaried employee who resigns or who is discharged will be paid for actual time worked, vacation days accrued in the current vacation year, unused vacation allowance for the current year and accrued bonus days.
- B. A permanent hourly or salaried employee laid off due to reduction in forces, or on account of lack of work, will be paid for actual time worked, for unused vacation allowance and for a severance allowance of two (2) weeks in any twelve-month period at his/her regular base rate. If the employee is returned to work in the current or next calendar year, he/she shalf not be eligible for any further vacation in either year, as the severance allowance which was paid is considered by the Division to be equivalent of a prepayment of vacation.
- C. A permanent hourly or salaried employee who dies will continue on payroll through the payroll period in which he/she dies and will be paid at his/her regular base rate of pay, provided the employee was entitled to receive pay other than severance allowance for part or all of the payroll period. The employee's survivors or estate shall be paid the compensation, including pay for accrued unused vacation and bonus days, otherwise due him/her.
- D. A tempocary hourly or salaried employee who resigns, who is discharged, or who is laid off will be paid only for actual time worked. In case of death, the employee's earnings on the same basis shall be paid to his/her survivors or estate.
- E. Upon presentation of authorized Induction papers, a permanent employee entering the Armed Services of the United States Government will be paid for actual time worked, vacation days accrued in the current vacation year, unused vacation allowance for the current year and accrued bonus days.



ARTICLE 20

Pensions

The benefits presently enjoyed by employees covered by this Memorandum of Understanding shall not be reduced during the lerm of this Memorandum of Understanding.

ARTICLE 21

Insurance

The benefits presently enjoyed by employees covered by this Memorandum of Understanding shall not be reduced during the lerm of this Memorandum of Understanding.

Benefits provided and the division of premium costs will be negotiated at the same time as other economic factors during negotiations for a new term of the Memorandum of Understanding unless otherwise agreed upon.

Sixty (60) days before implementing a premium increase, the Division will meet with the Union for the purpose of discussing and / or agreeing to cost containment or other modifications that would decrease or eliminate the need for the increase.



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Additional time off with pay, as approved by Department

pay to attend the funeral of a fellow employee as long as this does Head, shall be granted for travel to cities more than 500 miles from Memphis. Department Head may grant up to four (4) hours time off with

not unduly affect the operation of the department Additional time may be granted as leave without pay or as

vacation when justified by circumstances

ARTICLE 24

Jury Duty

subpoenaed to appear as a witness in court or before a Grand on a regularly constituted Grand Jury or Petit Jury or when Employees shall be paid for necessary lime off while serving

service the employee will assume his/her normal shift hours. on such days it scheduled to work. At the conclusion of jury moved to a day shift job for their tenure on the jury panel. If an employee is required to report for jury duty for three (3) hours or nis/her tenure on the jury panel the employee shall report to work (3) hours in any given day, he/she shall be excused from work employee is required to report for jury duty for more than three less in any given day, he/she shall report to work that day. If an hat day. When released for one (1) or more entire days during Employees working on shifts other than day shifts shall be

part of their pay as a juror as long as they abide by the foregoing Employees shall not be required to remit to the Division any

ARTICLE 25

Military Service

discharge. soon as discharged but not later than ninety (90) days after the same or a comparable job if they report for work as for active duty in the Armed Services will be reinstated in Permanent employees leaving the Division employment

> calendar year. absence, not to exceed lifteen (15) working days in one regular Division salary during the time of their training leave of Tennessee Army and Air National Guard, will be paid their Armed Forces of the United States, Including members of the Employees who are members of a reserve component of the

ARTICLE 26

Tools and Equipment

and equipment must show a responsible attitude toward maintaining all tools shall continue during the term of this Memorandum of Understanding. Both the Union and Division agree that employees Present Division practice of providing tools and equipment

ARTICLE 27

Hours and Overtime

General:

- 1. Scheduled Work Week. A scheduled work week shall workday shall normally be eight (8) consecutive hours, exclusive of time allowed for lunch. The work week may consist of five (5) consecutive days when possible, each be any five (5) days in a calendar week.
- days off shall be consecutive when possible. For pay shall depend upon the chronological order of occurrence of the two (2) scheduled days off as they are established Scheduled Days Off. An employee's two (2) scheduled within the calendar week, Sunday through Salurday. purposes, the determination of first and second days of
- Coffee Break/Rest Period. Employees will be granted Overlime hours worked. one (1) paid break or rest period of not more than fifteen (15) minutes in each four (4) hour period of regular or

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Overtime Limit and Rest Periods. An employee will not normally be required or permitted to work more than sixteen (16) hours, either continuously or cumulatively, in a twenty-four (24) hour period. This twenty-four (24) hour period will begin at the starting time of any work period.

Distribution or Operations Department construction or maintenance crew members (not to include Electric Distribution Department trouble shoolers) who have worked sixteen (16) consecutive hours will be granted a ten (10) hour off duty period. When needed, the employee may elect to return after eight (8) hours off duty; however, any remaining time worked within his/her earned rest period will be compensaled at a double time rate.

In case of an emergency, an employee may be authorized to continue to work beyond the sixteen (16) hour work period if the employee is physically able and willing to continue a job. However, the additional time after sixteen (16) hours shall not exceed two (2) hours.

All emergency overtime of six (6) hours or longer, cumulative or continuous in the twelve (12) hours preceding a regular shift, shall be preceded by, or followed by, a continuous ten (10) hour off-duty period. Any hours in the rest period which overlap with the employee's regularly scheduled workday will be compensated at the straight time rate. Paid rest time shall be considered the same as lime worked for the purpose of determining when overtime starts in a regularly scheduled workday.

In the event an employee has not completed his/her ten (10) hour rest period, the employee shall not be required to report for his/her next regular work period until the ten (10) hours have elapsed. When needed, the employee may elect to return after eight (8) hours off duty; however, any remaining time worked within his/her earned rest period will be compensated at a double time rate.





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If there remain four (4) hours or less in the employee's regular work period at the end of the ten (10) hours rest period, the employee shall not be required to report for work unless the emergency still exists. If more than four (4) hours remain in the employee's regular work period at the end of his/her rest period the employee shall report

An employee may be released by his/her Supervisor from work for a rest period not otherwise provided for, as need dictates during the employee's regularly scheduled forty (40) hour work week, and shall be paid at his/her straight time rate for such regularly scheduled hours.

Overlime Lists. Current overlime lists will be posted on all bulletin boards.

Saturday and Sunday Construction Work.

Construction Work performed on Saturday and Sunday will be kept to a minimum consistent with the requirements of serving the customers, it is not the intent of the Division to perform routine construction on Saturday and Sunday.

Shift Work Schedules:

Employees covered by this section are those employees whose work hours are dictated by a shift work schedule.

1. In departments where prepared, work schedules should be posted at least one (1) month in advance.

The Division will make all efforts to give a minimum of one (1) week's notice prior to any change in employee's work schedules. Changes made with less than four (4) calendar days notice should not be made to avoid working employees on overtime.

No employee should normally be scheduled to work more than eight (8) straight-time hours in any twenty-four (24) hour period but in no case shall an employee be scheduled to work more than eight (8) straight-time hours in any consecutive sixteen (16) hour period. An employee's two (2) scheduled days off shall be consecutive when possible.

 Although it is recognized that the requirements of shift work may necessitate working more than five (5) straighttime days consecutively, all efforts should be made to avoid such scheduling.

Overtime Payment: 1. Time and one-l

- Time and one-half for all time worked in excess of eight (8) hours in one day or forty (40) hours in one (1) catendar week.
 Time worked in excess of sixteen (16) hours in any
- 2. I I'me worked in excess of sixteen (16) hours in any twenty-four (24) hour period shall be paid at two (2) times the straight-time rate.
- Whenever an employee is required to work on a hotiday, the employee shall be paid two (2) times his/her regular rate of pay for such hours worked.
- Emptoyees will be eligible for double-time pay on one (1) day per calendar week except as provided for in 2 and 3 above.
- a. An employee who is normally scheduled off on Sunday will be paid double-time or two (2) times his/her regular straight-time rate for any hours worked on Sunday. Any overtime on another day in the calendar week will be paid at one and one-half irines his/her straight-time rate for the hours worked.
- b. An employee who works on a shift crew in the Electric, Gas or Water Distribution departments will be paid double-time or two (2) times his/her regular straight-time rate for any overtime hours worked on Sunday. Any overtime on another day in the calendar week will be paid at one and one-half times his/her straight-time rate for the hours worked.
- c. An employee who works a shift with olf-days which do not include Sunday will be paid double-time or two (2) times his/her regular straight-time rate for any hours worked on his/her second olf-day. Any overtime on another day in the calendar week will be paid at one and one-half times the employee's straight-time rate for the hours worked.
- 5. Overtime shall be distributed on an equitable basis among the employees of a given classification who normally perform the work in the department affected insofar as possible. Overtime lists will be utilized in making selections for employees to work overtime.
- 6. There shall be no duplicating or pyramiding of overtime



An employee who reports for work at his/her regularly assigned time and who has not been notified in advance not to report shall be paid a minimum of two hours straight time pay.

ARTICLE 28

Call-Out Pay

Time for emergency overtime will start when an employee is called to report for work. It is understood that employees called out for emergency overtime in accordance with this article will report to the reporting site within a reasonable time after having been called out and will be paid only for reasonable reporting time. The Union will cooperate with the Division to the fullest extent to ensure that employees do report within a reasonable time when called out. This provision shall not apply to an employee called to work a regular shift not his/her own.

Minimum call-out time for either planned or emergency overtime will be four (4) hours at the applicable rate except when
overtime immediately precedes or follows a regular workday.
"Immediately follows," as used in the preceding sentence, shall
be interpreted to mean that the employee will not be pald
minimum call-out time if called prior to the employee's leaving
his/her regular reporting place or area after his/her regular
working hours.

An employee called out more than once in any eight (8) hour period is entitled to only one four (4) hour minimum.

An employee who is responsible for calling out a crew but is unsuccessful will be paid for 30 minutes of overtime at the applicable rate.

ARTICLE 29

Stand-By Pay

Employees assigned to stand-by duty shall abide by their applicable rules related to this duty and be readily available during such times.



Ø1030 stand by period. This time shall not be counted as lime worked for each eight (8) hours or major part of eight (8) hours in each Employees shall be paid two (2) hours at the straight-time rate

forfeit his/her stand-by pay. applicable rules or is not readily available the employee shal pay for work when called out. II an employee fails to abide by the for the calculation of overtime. This pay shall be in addition to any Employees who are assigned to stand-by and are required to

overlime rate. report to work shall be paid at the applicable straight-time or

lar as is practical Sland-by duty shall be rotated among eligible employees as

qualified they will be the first called when an emergency arises. It employees who are on stand-by are properly equipped and

ARTICLE 30

Inclement Weather

employee's protection. weather, the Division shall provide suitable equipment for the pasiponed. When emergency work is required during inclement is understood to mean those cases that could not be foreseen or quired to maintain or restore service to customers. Emergency clement wealher except in cases of emergency or when re-Employees shall not be required to work outside during in-

olher productive work inside or required to slay at a designated place in case conditions permit them to return to work. uled on succeeding days. However, employees will be assigned scheduled hours of work during inclement wealher and will not be rescheduled to another shift on the first day, but may be resched-Employees shall be paid their regular rate of pay for their normal

Inclement Weather, Meter Readers are excluded from coverage under Article 30-

















ARTICLE 31

Authorized Leaves

request endorsed by their Department Head and approved by without pay in excess of five (5) working days upon written the Board. President. dorsed by their Department Head and approved by their Viceno more than five (5) working days upon written request en-Employees may be granted leaves of absence without pay of Employees may be granted leaves of absence

progress of the work. opinion of the Board such leave will not unduly interfere with application twenly-four (24) hours in advance, may be allowed necessary time off to transact such business without pay, if in the may be required to transact business for the Union which ence or convention of the Union or an officer of the Union who lemporarily requires his/her absence from duly, upon wrltten An employee who is designated as a delegate to a confer-

will be allowed time off with pay when negotiations occur during heir regular working hours. Up to four (4) members of the Union Negotialing Committee

program at their own expense. niority and may if they elect participate in the Division's insurance Employees on authorized leave shall continue to accrue se-

frozen and reinstated upon the employee's return to work to the beginning of an authorized leave of absence shall be Sick leave and pension benefits accrued and not taken prior

The parties will comply with the Family and Medical Leave Act

Grievance and Arbitration Procedure

be given a copy of the disposition at every step. dum of Understanding, and provided further that the Union shall shall be inconsistent or in conflict with the terms of this Memoranpresence of a Union representative, provided no adjustment their own grievances, at any step, without the assistance or strued to prevent employees from representing and adjusting Nothing in this Memorandum of Understanding shall be con-

dure shall be followed through as many steps as necessary to arbitration is intended only as a last resort. The following procereach an understanding. sleps of the grievance procedure. It is the intent of the Union and orderly, prompt and equitable manner which will maintain the three (3) steps of the grievance procedure, understanding that the Division to attempt to resolve all grievances within the lirst made by the Union and Division to settle grievances at the lowest and the Division agree that grievances should be settled in an lerms of this Memorandum of Understanding. Every effort will be solf respect of all parties involved and be consistent with the ence shall be handled in a simple and direct manner. The Union provisions of this Memorandum of Understanding, such differor interpretation, application or performance of the terms or Should any difference arise affecting the working conditions,

verifying evidence at Steps 1, 2 and 3. ings, without loss of regular pay, for the purpose of presenting or Employee witnesses may be called to the grievance hear-

calendar days of the occurrence. demotion shall be filed in writing at Step 3 within lifteen (15) Grievances involving discharge, suspension, promotion or

information necessary for its resolution. The supervisor shall discussions are the first step of a potential grievance and provide employee and/or sleward shall discuss such differences with the age a cooperative and direct resolution of differences. The The employee and/or steward will inform supervision that these Area supervisor within five (5) calendar days of the occurrence. STEP 1. Oral discussion will be utilized at Step 1 to encour-

> discussion with the employee and/or steward. Any decisions give an oral answer within three (3) calendar days after the be applicable to that grievance only. reached at Step 1 will not be considered as a precedent and shali

contain the following Information: have not taken place, the maller will be referred to Step 1. state that discussions were held at Step 1. If oral discussions occurrence with the Department Manager. The grievance must grievance must be filed within fitteen (15) calendar days of the In order to be processed at Step 2, the written grievance must STEP 2. If no settlement is reached at Step 1, a written

Specific article violated or alleged violation of the Memorandum,

Description of the violation,

Proposed remedy

within three (3) calendar days after the Step 2 hearing. to settle the grievance. The Manager will give a written decision Steward, Chief Steward and appropriate supervision in an effort Manager will schedule a meeting with the employee, Area Within five (5) calendar days after receiving the grievance, the

with direct knowledge of the case and a neutral party. hearing: Department Manager, Area Supervision, witnesses request of Labor Relations, the following may be included in the with direct knowledge of the case and a Neutral party. At the included in the hearing: Chief Steward, Area Steward, witnesses parties. At the request of the Union, the following may be ager and/or a designated representative and the employee for the purpose of adjusting the grievance to the satisfaction of the and/or a designaled representative, the Union Business Manfrom the referral to Step 3 with the Manager of Labor Relations meeting will be scheduled within twenty-one (21) calendar days the matter may be referred to the Manager of Labor Relations. A (5) calendar days from the answer of the Department Manager, STEP 3. If no settlement is reached at Step 2, then within five

within fifteen (15) calendar days from the referral to Step 3. suspensions, promotions, and demotions will be scheduled (10) calendar days from referral to Step 3. Hearings involving Hearings involving discharges will be scheduled within ten





If the parties are unable to resolve the grievance at the hearing phase of the meeting, the parties present in the meeting will be reduced to the following: Manager of Labor Relations and/ or designated representative and the Union Business Manager and/or designated representative. If the hearing included a neutral party from management and/or the Union, such party will be included in this meeting. Every effort will be made by this group to review the facts objectively and to dispose of the prievance. Any agreement reached will be the final disposition of the grievance.

If the Manager of Labor Relations or his/her designated representative is unable to state a position for the Division at this meeting, the meeting will be adjourned. The Manager of Labor Relations will provide an answer in writing to the Union within litteen (15) calendar days of the adjournment.

STEP 4. The following procedure shall be used in arbitration:

ale in this endeavor. resolving grievances as soon as possible and must fully cooperthe date of the hearing. The parties recognize the need for hearing and the parties shall thereafter move expeditiously to set for for the purpose of establishing a date for an arbitration Within seven (7) days of the designation of an arbitrator, the parties shall jointly or separately communicate with such arbitrawhose name remains shall be designated as the arbitrator. procedure being continued until one name remains. The person an arbitrator. The grieving party shall be given the first opportuist. The other party may then proceed to strike a name with this nily to strike the name of one of the arbitrators contained in the of appeal, shall provide written notification of a decision to select submit a panel from which the arbitrator shall be chosen by the grieving party shall initiate a request, which shall be joint or separate, to the Federal Modiation a Conciliation Service to parties. The grieving party, within twenly-two months from date Within thirty (30) days from the written notice in Step 3, the

The arbitrator shalt set a hearing date as expeditiously as possible and full opportunity shall be given both parties to be heard and to examine and cross-examine witnesses and offer other evidence. The arbitrator's decision shall be in writing to the parties.

It is the intent of the parties to preserve such rights of appeal as employees may have possessed prior to the effective date of this Memorandum of Understanding and it is not the intent of the parties. Through this Grievance and Arbitration Procedure, to diminish the authority vested in the Board.

The arbitrator's jurisdiction shall be limited to questions, grievances or disputes involving the working conditions, or interpretation, application or performance of specific provisions of this Memorandum of Understanding. He/she shall have no authority to set policy or to add to, subtract from or change any lerms of this Memorandum of Understanding.

Each party shall bear the expense of preparing and presenting its own case. The cost of the arbitrator's services and any other expenses incidental to the arbitration shall be borne equally by both parties. The Division will grant time off without loss of regular pay to a maximum of five (5) Union participants which are the involved Stewards and/or grievants. Additional union witnesses will be granted time off and will be paid for such lost time only if they actually testify at the arbitration hearing. Grievances pending arbitration for the cost of the

Grievances pending arbitration for twenty-tour (24) months will be considered waived.

GENERAL: Under this grievance procedure, time starts to run on the next calendar day after the occurrence or answer. The time limits for grievance meetings at any step may be extended by mutual agreement of both parties in writing.

The Union Business Manager may file a grievance at Step 3 of the Grievance and Arbitration Procedure. Such grievance shall be strictly limited to violations of specific provisions of the Memorandum of Understanding.

Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal from either party in seeking adjudication of their grievances.

It is understood that time is of the essence and that if a grievance is not timely filed or pursued at each step as provided herein, it shall be considered waived. If the Division does not respond within the time limits provided at any step, the Grievant may then refer the matter to the next step within the time limit provided from the date the answer is due.



grievances of non-union employees. stewards or officers are not involved in the filing or handling of iable for the handling of grievances, including arbitration, when Neither the Union nor its official representatives shall be held

Memorandum of Understanding will be processed under this Only grievances occurring on or after the effective date of this

ARTICLE 33

Revised Job Classifications Salary Grades for New or

appropriate, it shall be made effective retroactive to the date of the formal grievance by the Union. proposed by the Division is subsequently determined to be a grievance protesting such rate. If a higher rate than that and the Union may within fifteen (15) calendar days thereafter file pay, the Division may place the proposed rate of pay into effect ately. If the parties cannot negotiate a mutually agreeable rate of such new or revised job classification to the Union. If the Union and responsibilities are assigned to or eliminated from an existis agreeable to such rate of pay it will be put into effect immediing job classification, the Division will propose a rate of pay for When a new job classification is created or significant dulies

to avoid paying work-out-of-classification. Intent of the Division to add duties to an established job in order lobs where insignificant changes have occurred, nor is it the It is not the intent of the Union to claim new salary rates for

and shall be furnished to the Union. sion for the purpose of defining job duties and responsibilities and responsibilities are assigned to or eliminated from an exist Management. Job descriptions shall be maintained by the Diviing job classification, a new or revised job description describing the significant duties and responsibilities shall be prepared by When a new job classification is created or significant duties

sor and Sleward to discuss present job content and job changes personnel shall arrange and meel with the appropriate Supervi In preparing job descriptions, Compensation Administration

> Employees working in the classification will be contacted to the extent necessary to analyze the job.

when the above process is to take place Compensation Administration will notify the Union Office

ARTICLE 34

Performance Appraisal

given a copy of his/her Performance Appraisal after the ememployee has signed it. Upon request, the employee will be discuss this with his/her Supervisor or Foreman. No Perforployee signs it. mance Appraisal form shall be altered or added to after an regards his/her performance and is entitled to the opportunity to Every employee is entitled to know how his/her Supervisor

advance to the next salary slep. appraisal ninety (90) days after the unsatisfactory appraisal; if at this time the employee's performance is satisfactory, he/she will factory, the employee is entitled to a review and additional already on the maximum. If employee's performance is unsatisadvanced to the next step in his/her salary grade it he/she is not li employee's performance is satisfactory, employee will be

time of his/her appraisal interview. appraisal in the appropriate spaces on the appraisal form at the tory. "The employee may state his/her comments concerning the whether he/she is rated overall as "salisfactory" or "unsalisfac-Every employee will be told at the time of his/her appraisal

Satisfactory Performance Appraisals are not grievable

ARTICLE 35

Training for Skills Improvement

1. General Training

additional training with the intent of providing opportunity for self-Improvement and upgrading iree and unencumbered to suggest, recommend and/or request Management and the Union agree that employees shall be



Joint Apprenticeship Committees

procedures regarding the program. or is inlended to be established by the Division, a Joint Managethe purpose of establishing requirements and administrative ment-Union Apprenticeship Committee will be established for Whenever an apprenticeship program has been established

tice Committee. procedures and rules later adopted or changed by the Apprenapproval is required with respect to the basic program but not the sion and the Union prior to implementation or modification. Such Joint apprenticeship programs will be approved by the Divi-

comparable one at the appropriate rate of pay. employee will be returned to his/her prior classification or a comparable classification. If these efforts are unsuccessful, the sixty (60) days, efforts will be made to place the employee in a approval of the Joint Apprenticeship Committee, the employee will be dropped from the apprenticeship program. For a period of ticeship Committee which will counsel with the apprentice. Upon Joint Apprenticeship Committee. An apprentice who desires to leave the apprenticeship program shall petition the Joint Apprenlices cannol utilize the bid procedure unless approved by the While participating in an apprenticeship program, appren-

ARTICLE 36

Safety and Health

and the Division shall support all efforts to protect the employees protection of the health and safety of its employees. The Union from injury or damage to health while on the job. The Division shall make all appropriate provisions for the

hazards inherent in utility work. be provided to minimize and eliminate whenever practical the lective devices, equipment, and flame retardant clothing shall As determined by Safety and Technical Training, suitable pro-

and procedures related to the employees' health and safety. Safety and Technical Training regarding safety rules, practices have the power to make recommendations to the Supervisor of Management are equally represented. This Committee shall There shall be a Safety Committee upon which the Union and

























Electric, Gas and Water Areas and one (1) each from the other departments combined to be appointed by their respective Union and Management by the Management to represent the There shall be appointed one (1) each from the Union by the

Acting Chairperson or any two (2) members of the Committee. ings shall be held on twenty-four (24) hours notice on call by the months and so forth, alternating each six (6) months. All meetthe Union members and by the Division for the second six (6) A Chairperson for the first six (6) months shall be chosen by

above accidents will be sent to the Union Business Manager circumstances of fatal or near-fatal accidents. Reports on the Technical Training, the Committee shall be furnished with the Management Safety Committee to the Supervisor of Safety and ment Salety Committee. Upon request of the Joint Uniontheir monthly reports and minutes to the Joint Union-Manage-The Departmental Safety Committees shall furnish a copy of

tion Procedure of the Memorandum of Understanding. ment Committee shall be subject to the Grievance and Arbitraor near-fatal accident, shall not be unreasonably withheld. Arbi-Management member of the Joint Union-Management Safety Irary disregard of recommendations of the Joint Union-Manage Committee among its members be formed to investigate a fatal Investigating Committee including one (*) Union and one (1) ment Safely Committee, including recommendations that an Action on the recommendations of the Joint Union-Manage-

Committee and the purpose of the Committee. ployees of the members of the Joint Union-Management Safety Notices shall be posted on all bultetin boards informing em-

will be informed of the new policy or change in this existing policy existing policy, the Joint Union-Management Safety Committee Prior to the issuance of any new safely policy or changes

ARTICLE 37

giving Day, Day after Thanksgiving Day, Christmas Eve, Christ mas Day, and employee's birthday Friday, Memorial Day, Independence Day, Labor Day, Thanks Division are: New Year's Day, Martin Luther King Day, Good The designated paid holidays of the Light, Gas and Water

ment. The holiday will be taken in eight hour increments established vacation scheduling guidelines within each departdate. The birthday holiday will be scheduled in accordance with his/her birthday and will be taken within twelve months of tha The employee's birthday holiday is accrued each year on

accordance with the overtime provisions in this Agreement. With the exception of birthday holidays, pay for holidays If work is performed on a holiday, it shall be paid for

worked shall be in accordance with the following: If a holiday set forth above falls on Saturday, those

employees scheduled on a Monday through Friday shift shall be granted the preceding Friday as the holiday. It holiday shall be observed. not on a Monday through Friday schedule, the calendar ees on a Monday through Friday shift shall be granted the following Monday as the holiday. For all employees the holiday should fall on Sunday, then those employ-

N employee is enlitted to double-time pay for his/her and the employee is not given an additional day off, the If an employee's regular off-day occurs on a holiday for the holiday. first regular work day, in addition to his/her regular pay

ယ Employees will be paid at straight-time rate of pay for of illness or accident, but such day will not be charged against sick leave. holidays not worked during a period of absence because

4 No employee shall be paid overtime for a holiday that should be taken at the beginning or end of the emptoyee's additional day of vacation in lieu of the holiday. This day regular vacation. occurs during his/her vacalion, but shall be entitled to an



ARTICLE 38

service time since last date of employment and actual time on the 100 percent pay for eleven (11) or more days. in the preceding year in which the employee worked or received the number of years of service time and the number of months will be determined on January 1 of each year and be based on payroll during the preceding year. The amount of vacation time A paid vacation allowance will be given employees based on

Vacations will be allowed on the following basis:

1. For less than 12 months service or less than 12 months time on the payroll during the preceding year, see chart

One (1) but less than six (6) years of service time during

preceding years—two (2) weeks. Six (6) but less than seven (7) years of service time during preceding years—two (2) weeks and one (1) day.

Ch Seven (7) but less eight (8) years of service time during preceding years—two (2) weeks and two (2) days.

Ġ Eight (8) but less than nine (9) years of service time during Nine (9) but less than ten (10) years of service time during preceding years—Iwo (2) weeks and three (3) days.

œ Ten (10) but less than filteen (15) years of service time during preceding years—three (3) weeks preceding years—Iwo (2) weeks and four (4) days.

ထ Twenty (20) or more years of service time during preceding years—live (5) weeks during preceding years—four (4) weeks. Fifteen (15) but less than twenty (20) years of service time

NUMBER OF WORKDAYS OF VACATION ACCRUED

Total Vacation Accruing Months 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 5 6 7 8 9 10 11 11 1 2 3 4 5 5 5 6 7 8 9 10 11 11 1 2 3 4 5 5 5 6 7 8 9 10 11 11 1 2 4 5 6 6 7 8 10 11 12 12 1 3 4 5 6.5 6.5 8 9 10 12 13 13 1 4 5 7 7 8 10 12 13 14 14 1 3 4 5 7 7 8 10 12 13 14 14 1 5 8 8 10 10 12 13 14 14 1 6 8 10 10 12 14 16 18 20 20 2 5 7.5 10 12.5 12 17.5 20 22.5 25 25	20 or more	15.00-19.99	10.00-14.99	9.00-9.99	8.00-8.99	7.00-7.99	6.00-6.99	0.00-5.99	1 Auenuer	Service as of	Year(s) of
Total Vacation Accruing Mon 2 3 4 5 6 7 8 9 10 11 2 3 4 5 5 6 7 8 9 10 11 2 3 4 5.5 5.5 7 8 9 10 11 2 4 5 6 6 7 8 10 11 12 3 4 5 6.5 6.5 8 9 10 12 13 3 4 5 7 7 8 10 12 13 14 3 4.5 6 7.5 7.5 9 10.5 12 13.5 15 4 6 8 10 10 12 14 16 18 20 5 7.5 10 12.5 12.5 15 17.5 20 22.5 25	2	N	in	_	-		-		-		
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> December 31 of each year and vacations will be granted, so far as possible, at the time most desired by the employees Employees shall be given the choice of vacation periods in The "Vacation Season" shall be from January 1 through

how many employees of each classification may be on vacation vacation period. permitted to displace employees who have already selected a atter vacations have been selected in that new group will not be are assigned. An employee moving into a new vacation group order of their Division seniority within the department where they The Department Head of each department shall determine

operation of the department. at any one time in order not to interrupt the orderly and efficient be counted as full months. be disregarded and periods in excess of eleven (11) days shall vacation time hereunder, periods of eleven (11) days or less shall by him/her, during this period of accrual. In calculating accrued employee shall be paid, in addition to sums otherwise due him/ she has been employed for more than one (1) year; and the beginning of his/her latest year of continuous employment if he/ second six (6) months, but less than one (1) year, or from the pay on a prorata monthly basis from the beginning of his/her lor any reason shall be considered as having accrued vacation her, for such accrued vacation, less any vacation already taken Any permanent employee whose employment is terminated

of five (5) days per year. employee has no vacation time remaining, he/she may use employee's absence from work is required, and when the vacation time atready accrued for the following year, up to a limi death of a member of the employee's family in which the In case of an emergency involving sickness, accident, or

Sick Leave

lionary period with the Division before being eligible to receive All new permanent employees will serve the required proba-





month in which an employee receives 100 percent pay for eleven begins on date of employment and days are accrued for any (11) or more workdays in a calendar month. the amount an employee can accumulate is unlimited. Accrua Sick leave is accrued at the rate of one (1) day per month and

Time that will not count loward sick leave accrual includes:

- time not worked while on military leave
- 色页色 time white on the insured benefit of Salary Continuation
 - time while on authorized leave of absence
- employment time worked during any prior (not current) term of

to occupational disabilities employee is paid due to illness or accident, except absences due Accrued sick leave is reduced by the number of workdays an

employee's own illness or accident. Sick leave is to be used exclusively for absences due to the

of absence and each twenlieth day thereafter. physician's statement verifying his/her disability on the fifth day requirement. In addition, every employee must provide a leave during any occurrence as long as he/she is under this illness, the employee shall not be paid for the first day of sick exists. Whenever an employee is required to bring proof of Proof of illness shall be required when evidence of abuse

absence because of a qualified disability. dar days) of accrued sick leave since the insured program will not pay benefits earlier than the twenty-second calendar day of an less than lifteen (15) workdays (same as twenty-one (21) calenused by the employee, except in cases where an employee has beginning with the first day after all accrued sick leave has been The Salary Continuation Insurance Program will pay benefits

salary would be reduced to the 60% disability payment. when the employee would receive no compensation or only the before insured benefits begin or a period when the employee's 60% disability payment; example, during the waiting period vacation time after his/her sick leave is depleted to avoid a period An employee may at his/her option elect to take any unused

ation Program only if the employee elected to participate in the salary under the insured portion of the Division's Salary Continu-Program and qualifies under the rules of the Program. A disabled employee will be placed on 60 percent of base

employee must meet under Tennessee Worker's Compensation post official notices in all work centers listing the requirements an Compensation. In an effort to assist employees, the Division will The Division will comply with Tennessee law on Worker's

insurance payroll will be sent to the Union office. A monthly list of all Bargaining Unit employees who are on the

Bonus Days

earn up to four (4) bonus days a year subsequent three (3) month periods so that an employee may is earned. Bonus days will be earned in a like manner for with pay, to be granted within twelve (12) months from the day it choose either one (1) day's bonus pay or one (1) bonus day leave than six (6) hours sick leave, or any unauthorized absence, may who works three (3) consecutive months without using more After completion of three (3) months of service, an employee

purposes nor will pension contributions be deducted from it. Bonus pay will not be considered compensation for pension

Sick Leave Pay at Retirement

options: sick leave at retirement and may select either of the totlowing Employees shall be compensated for accumulated, unused

(A) 42% of total sick leave or (B) 100% of the first 65 days

to Option A. Employees hired on or after January 1, 1998 shall be limited

shall not be counted as compensation for the purpose of computing pension benefits mediately preceding the employee's retirement. Such payment lated at the employee's rate of pay in effect on the payday im-The amount of payment for unused sick leave is to be calcu-

ployee who sells sick leave prior to retirement shall be limited to payday immediately preceding such sale. However, any emdays at any time for 42% of the employee's rate of pay on the An employee may sell accrued sick leave in excess of 100























ARTICLE 40

ees who have reasonable notification of overtime reimbursement for a meal. This does not apply to shift employat the Division's expense, and is not entitled to any additional straight through a regular mealtime and is not allowed time to leave the job to eat, the employee will be provided with a meal When any employee is required by his/her Supervisor to work

purpose of this paragraph. call during meal periods shall not be considered released for the are required to report their location and are routinely subject to overtime and are required to eat their meals on the job site or who is not paid for time off the job to eat. Employees who are on long enough to eat is required to provide his/her own meal and An employee who is on overtime and is released from the job

Employees on overtime will normally be allowed to eat all

ARTICLE 41

Shift Differential Pay

shift differential pay as follows: to 6:00 a.m. or which extends beyond 6:00 p.m. will receive An employee who works a straight time shift which starts prior

Any hours worked between the hours of 3:00 p.m. and 7:00 a.m.-

\$.55 per hour (1998) \$.60 per hour (1999) \$.65 per hour (2000)

propriate premium rate shall be applied to overtime worked when Overtime will be calculated on the straight time rate ing the straight time shift on which shift differential is applied the overtime is immediately prior to and/or immediately follow-For employees who are eligible for shift differential, the ap**₹**

\$8.36 8.89 9.25 9.71 10.47 11.29 12.16 13.08 14.85 15.79 15.79 16.65 17.94

9.11 9.69 10.09 10.60 11.54 11.54 13.51 14.49 15.64 16.23 16.23 18.13 18.13

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11.52 12.19 12.78 13.85 14.75 15.96 17.11 18.30 19.49 20.71 21.93 23.00 24.05

Grade

Step 2

E days

Step 4

Step 5

\$10.69

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12.54 13.48 14.68 15.75 17.00 17.64 18.71 19.71 20.44 21.46 21.46

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8.55 8.89 9.34 10.07 10.08 11.69 12.58 14.16 14.16 15.85 15.85 16.44 17.09

Salary Schedule

ARTICLE 42

Effective January 1, 1998	(HOURLY)	BARGAINING UNIT SALARY SCHEDULE
---------------------------	----------	---------------------------------

Grade

Slep 1

Step 2

Step 3

Step 4

Slep 5

Effective January 1, 1999	\$ 8.76 9.32 9.70 10.19 11.10 12.99 13.93 14.94 15.51 16.45 17.27 17.92 18.83
uary 1, 19	\$ 9.18 9.81 10.33 10.91 11.72 12.74 13.74 14.63 15.71 16.83 17.58 18.47 19.25 20.07
99	\$ 9.63 10.60 11.28 12.02 12.54 13.54 14.42 15.52 16.63 17.75 18.90 20.07 21.32 22.30
	\$10.28 11.08 11.72 12.29 13.32 14.18 15.35 16.45 17.50 18.64 19.82 20.92 21.95 22.96 24.05

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Grade

Slep 2

Step 3

Step 4

Slep 5

\$ 9.93

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Effective January 1, 2000



































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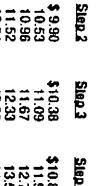
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\$11.12 11.98 12.68 13.29 14.40 15.34 16.60 17.79 19.03 20.27 21.54 22.81 23.92 25.01

Effective January 1, 2001



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Grade

Step 1

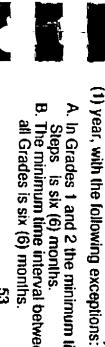
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Minimum time interval between Steps within Grades is one



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ARTICLE 43

Re-Opener

Both parties agree that if by August 15, during the life of this Memorandum, either party requests in writing, negotiations on Article 21 - Insurance, the party requesting a change will state the specific nature of the change. The parties will negotiate insurance matters beginning on September 1st of that year, to be effective January I of the next year.

ARTICLE 44

Term of Agreement

This Memorandum of Understanding shall take effect January 1, 1998, and shall remain in full force and effect until January 1, 2002, and shall be automatically renewed for yearly periods thereafter unless either party notifies the other in writing at least six (6) months prior to the expiration date of a desire to change or terminate this Memorandum of Understanding.

When notice for change is given, the nature of the change desired must be specified in writing and until the parties have agreed upon such change the provisions of this Memorandum of Understanding shall remain infull force and effect. Other changes or necessary amendments so agreed upon shall supersede the affected portions of this Memorandum of Understanding in a manner and at a time agreeable to both parties. All changes must be in writing and signed by authorized representatives of the Division and the Union, and approved by the International Office of the Union.

It is underslood by both parties that by mutual consent this Memorandum of Understanding can be changed at any time, however, any changes agreed to shall be reduced to writing and signed by both parties and approved in the same manner as this Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING

From

January 1, 1998

Š

January 1, 2002

The parties agree that the Memorandum of Understanding language effective January 1, 1998, to January 1, 2002, with the attached changes, constitute a new Memorandum of Understanding effective January 1, 1998, to January 1, 2002.



HERMAN MORRIS, JR

President Memphis Light, Gas and Water Division

CURTIS DILLIHUNT

Vice President, Human Resources MLGW Negotiating Team

MIKE MAGNESS

Manager, Personnel Department

MLGW Negotiating Team

Manager, Gas Operations MLGW Negotialing Team

BYRON TATE
Manager, Distribution Support
MLGW Negotiating Team

JEFF WEINTRAUB

Altorney

BARBARA RICHMAN

MLGW Negoliating Team

Manager, Labor Relations Department
MLGW Negotialing Team







ROY HUDSON

CHARLES TEAMER Business Manager i.B.E.W. Local Union 1288 MLGW Negotiating Team Assistant Manager, Labor Relations Department

BRENT HALL

DEBORAH GODWIN Attorney I.B.E.W. Local Union 1288 President

FLORA BARNES

I.B.E.W. Local Union 1288

Contract Committee Member I.B.E.W. Local Union 1288

J. D. COX

Contract Committee Member .B.E.W. Local Union 1288

RONNIE HAWLEY

Contract Committee Member I.B.E.W. Local Union 1288

RANDY TURNBULL

Contract Committee Member I.B.E.W. Local Union 1288



STATEMENTS OF INTENT

Letter of Intent (Article 27 - Hours and Overtime)

Distribution areas those classilications necessary to perform the work shall be called out in emergencies. Effective January 1, 1998, the parties agree that in the

This practice will be reviewed on an annual basis

revert back to the current area practice of call out. At any time, either party may end this Agreement and

II. Letter of Intent (Article 27 - Hours and Overtime)

by this process. is any overtime inequily within the classilication caused process will be evaluated annually to, determine if there continue through January 1, 2002. The aforementioned Tuesday, Wednesday, Thursday and Friday. This will the call originates will be called after 1:30 a.m. on Monday Effective January 1, 1998, the low crew at the center where

old process of calling the low crew on the master overtime parties will take the necessary steps to correct the inequity If no equitable solution can be agreed to by the parties, the list will be utilized, regardless of crew location. If the procedure creates overtime inequity problems, the

AGREEMENTS

AGREEMENT

November 6, 1997

With the deregulation of the Electric Industry and imminent threats of open access and retail wheeling, MLGW will, in an unprecedented manner, be forced to seek ways in which to improve its delivery of service and its operating cost and efficiency in order to survive in this new environment. Therefore, in the spirit of cooperation, the Union and Management, acknowledging this need, agree to work together in identifying and addressing opportunities for improvement within the Division which will satisfy the stated goals of the company.

Charles F. Teamer, Business Manager BEW Local Union 1288

Barbara Richman, Manager Lubor Relations Department

November 6, 1997

AGREEMENT FLAME RETARDANT CLOTHING EFFECTIVE FOR THE TERM OF THE 1998 AGREEMENT

OSHA safety regulations state that employers must ensure that workers whose jobs require them to be exposed or potentially exposed to high voltage electrical arcs do not wear clothing that could contribute to the seriousness of an Injury sustained by the worker if he/she is exposed to such an electrical arc. The Division will provide flame retardant clothing for employees whose jobs require them to perform work on or around energized high voltage equipment which could potentially expose them to high voltage arcs. Five long-steeve and five short-sleeve flame retardant shirts will be issued per year to employees whose potential exposure level is frequent or continuous. As determined by Safety and fechnical Training on case-by-case basis, flame retardant coveralls or flash jackets will be Issued to employees whose potential exposure is infrequent. Employees will be responsible for laundering their own flame retardant garments.

Barbara Richman, Manager Labor Refailons

Charles Teamer, Business Manager 18EW Local Union #1288

AGREEMENT

November 6, 1997

Effective January 1,1998, the position of Helper Construction and Maintenance (EE780, WW780, GG780, TP780) will be relitled Utility Worker or Pipe Layer with emptoyment procedures addressed as follows:

Employees hired after December 31, 1997, will enter BUSS Grade fV Step 1 and normally remain on that Grade for 2 1/2 years. Upon satisfactory completion of this 2 1/2 year period, such employees will progress to the appropriate step on BUSS Grade VI. Employees entering the Utility Worker or Pipe Layer position will be required to obtain CDLs within a six - month period after entry into the position.

Effective January 1, 1998, employees who were hired into the position of Helper Construction and Maintenance (EE780, WW780, GG780, IP780) prior to December 31, 1997, will be resided to Utility Worker or Pipe Layer. Such employees will normally progress to Grade VI eighteen months after entry into the position.

Barbara Richman, Manager Labor Relations Department

Charles Teamer, Business Manager IBEW Local Union #1288

November 8, 195

JOINT INSURANCE COMMITTEE AGREEMENT

The parties agree to form a joint Management-Union insurance committee to participate in the sharing of insurance information. The committee will review MLGW insurance programs in regard to frends in the industry, plan costs, and insurance education and communication processes. The focus of the Joint Insurance Committee will be to pursue cost containment measures while providing a quality health program for employees.

The committee will be composed of eight (8) employees with four (4) appointed by the Union and four (4) appointed by the Division. The committee will meet on a quarterly basis or more frequency by mutual consent.

Barbara Richman, Manager Labor Relations Department

Charles Teumer, Business Manager (BEW Local Union #1288

JOINT MULTI-SKILL WORKFORCE COMMITTEE AGREEMENT November 5, 1997

During the 1997 negotlations, the parties discussed the issues related to implementation of a Multi-Skill Workforce and agreed to the following:

and flexibility to provide quality service in a competitive environment". That the definition of Multi-Skilled Workforce is, * A workforce with the training

enable employees to acquire additional skills and flexibility to better serve customers of MLGW. Results of the plan will be shared with Union and Manage-The Joint Committee(s), members selected by the Union and management, will continue to function in conjunction with the Multi-Skill Workforce Committee during the term of this memorandum to recommend a structural plan which will

be made pursuant to provisions in Article 44 in the Memorandum. The Parties retain all rights set forth in the Memorandum of Understanding. sions of the Memorandum. Exceptions to current Memorandum language may implementation of the Multi-Skill Workforce concept will occur within the provi-

Labor Relations Department Barbara Richman, Manager

Charles Teamer, Business Manager BEW Local Union #1288

AGREEMENT

November 6, 1997

efit is maintained and that any adverse effects are minimized. This committee will be charged with the responsibility of analyzing the program, recommending and Management agree to form a Joint Committee for the purpose of exploring the above-stated objective is achieved and maintained program design changes, and continuously monitoring the results to insure that various options which would insure that the original intent of the sick leave ben Realizing the potential impact that sick leave has upon the productivity of the work force and the ability to maintain a competitive advantage, both the Union

Charles F. Teamer, Business Manager **IBEW Local Union 1288**

Labor Relations Department Barbara Richman, Manager



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62	ACCT. INVESTIGATOR CLERK, LIFE SUPPORT COLLECTION CONTRL. CLERK DELING. ACCTS. PROC. CLERK ROUTING CLRK., CUST. ACCTS. TYPIST - CLERK	AREA 440230 - COLLECTIONS COMMERCIAL DEPOSITS CLRK. SOCIAL AGENCY CLERK ADJUSTMENT REPRESENTATIVE	AREA 440210 - CREDIT CHEDIT CLERK (CRED.8 COLL.) CREDIT COUNSELOR TYPIST - CLERK RECEPTIONIST	AREA 440150 - METER READING - SSC METER HEADER	METER READER AREA 440140 - METER READING - HHSC METER READER	ROUTING CLAK, CUST. ACCTS. TYPIST - CLERK AREA 440130 - METER READING - NSC	CUSTOMER ACCOUNTING AREA 440120 - CUSTOMER ACCOUNTS AND RECORDS CUSTOMER ACCTS. REP. LOP POWER LEDGER REP. LOP CUSTOMER ACCTS. PROCESSOR	AREA 420400 - LABOR RELATIONS - MGR.'S OFFICE IBEW BUSINESS MANAGER B IBEW ASST. BUSINESS MGR. B	AREA 420520 - PENSION ACCOUNTING CLERK, PENSION PENSION CLERK	AREA 420510 - INSURANCE INSURANCE CTRL CLERK INSURANCE CLERK TYPIST - CLERK	HOUSEKEEPING ATTENDANT	AREA 420430 - BUILDING SERVICES MOBILE SWEEPER OPERATOR HOUSEKEEPING INSPECTOR HOUSEKEEPING CREW LEADER	ODE CLASSIFICATON TITLE
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63	AREA 440370 - INFORMATION CENTER ACCT. RESEARCH ANALYST SERVICE ADVISOR RECORD CONTROL CLERK GENERAL OFFICE CLERK	AREA 440360 - CUSTOMER SERVICE - BRUNSWICK SERVICE CUSTOMER SERVICE REP. B ACCOUNT INVESTIGATOR B	AREA 440350 - CUSTOMER SERVICE - MILLINGTON OFFICE RURAL SERVICE REP. CUSTOMER SERVICE REP. CREDIT CLERK (CUST. SERV.) B ACCOUNT INVESTIGATOR B	ACCOUNT INVESTIGATOR B ACCOUNT INVESTIGATOR B	AREA 440330 - CUSTOMER BERVICE - SOUTH SERVICE CTA. CUSTOMER SERVICE REP. B. ACCT. INVESTIGATOR	AREA 440320 - CUST. SERVICE - NORTH SERVICE CUSTOMER SERVICE REP. ACCOUNT INVESTIGATOR	AREA HIGGS - SERVICE DISPATCHING SERVICE DISPATCHER ROUTE CONTROL CLERK ROUTING CLRK., CUST. ACCTS.	AREA 440301 - CUSTOMER SERVICE - TRAINING CUSTOMER SERVICE REP.	CUSTOMER SERVICE - MGR.'S OFFICE ACCOUNT RESEARCH ANALYST LOP GENERAL OFFICE CLERK B	AREA 440260 - WHITEHAVEN COMMUNITY OFFICE CREDIT CLERK (CRED. & COLL.) CREDIT COUNSELOR RECEPTIONIST B:	AREA 440250 - LAMAR COMMUNITY OFFICE CREDIT CLERK (CRED. & COLL.) RECEPTIONIST	AREA 440240 - NORTH COMMUNITY OFFICE CREDIT CLERK (CRED.& COLL.) RECEPTIONIST	DE CLASSIFICATON TITLE ON
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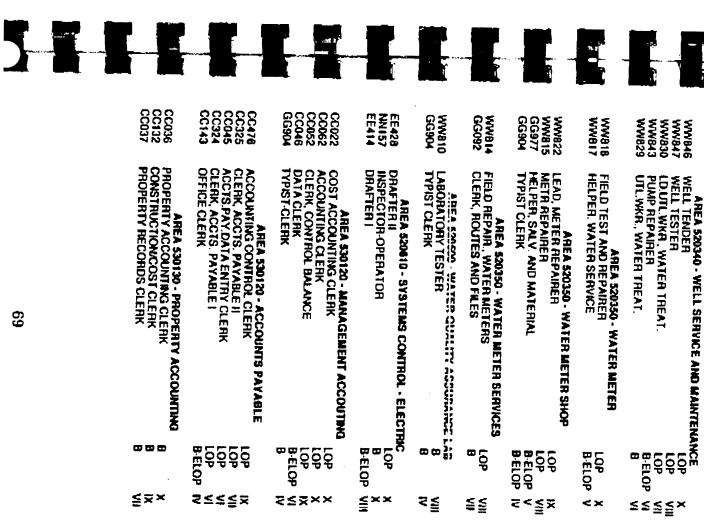
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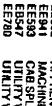
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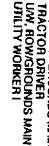
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UTILITY WORKER II

UTILITY WORKER I

HELPER, PURAFICATION HELPER, PIPE STRINGING

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WW907

CAL VALVE MAINT.

LEAD PIPELAYER

AREA 550255 - CONST. AND MAINT. SUPP. WATER CA., UTALITY SHVICE (WATER AND GAS)
CA., PURIF. AND HYDR. MAINT.

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	EE551 GG710 EE561 GG711 GG711 GA906 EED18	GG761 GG761 GG776 GG778 DS778 GG780	GG772 EE615 GG785 GG784 GG771	GA905 EE436 EE541 EE571 EE971	EE5/4 EE5/5 EE5/4 EE5/4	EE575 EE574 EE780	EE 447 EE 446 EE 445 GG 904	JOB CODE
72	AREA 550298 - FACILITIES LOCATION C/L, LINE INSPECTION FACILITIES LOCATION LINE INSPECTOR CLERK, FACILITIES LOC. CLERK, SERVICE CENTER CLERK, DIST. SUPPORT	COMB. WELDER (RESTRICTED) MACHINE OPER. (GAS) UTIL. WONKER, IF HELPER, VALVE MAINT: UTILITY WORKER I	AREA 550291 - CONST. NAINT. SUPPORT- GAS CA., SERV. CONST. AND MAINT. CA., FABRIC. WELDING COMBINATION WELDER CA., GASALECT. SERV. SSC CA., VALVE MAINT.	CONST. COORDINATOR JOB COORDINATOR MACHINE OPERATOR (ELECT.) STREET LIGHT PATROLLER HILPER, ELECT. DIST. (FRE-AFFR.) HELPER, SERVICE AND MAINT. UTILITY WORKER!	AREA 550270 - TROUBLESHOOTING AND SYST. MAINT. CA., LINEMAN LOP TROUBLESHOOTER LOP TROUBLESHOOTER/CSH LOP LINEMAN LOP	AREA \$50269 - ELECT. DIST TROUBLESHOOT. AND CUST. SERV. TROUBLESHOOTER TROUBLESHOOTERCSR LOP UTILITY WORKER! B-ELOP	AREA 550256 - CONST. AND MAINT SUPP TOOL ROOM LEAD MECH., TOOLS/SMALL ENG. MECH., TOOLS AND SMALL ENG. B TOOL ISSUE AND REPAIRER LOP TYPIST - CLERK	DE CLASSIFICATON TITLE
	B-ELOP B-ELOP B	B-ELOP LOP LOP	36666	B ELOP LOP LOP B-ELOP B-ELOP	WANT.	CUST. SERI LOP LOP B-ELOP	IL ROOM	OCC. LOP
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	AA447 AA444 AA443 AA950 AE908 AA979	AA447 AA444 TH443 AA950			EEE605	AA449 AA331 AA950 EE432	AA464	JOB CODE
73	AREA 550630 - GARAGE- NORTH SERV. CTR. CA., MECHANIC MECHANIC APPR. MECHANIC APPR. MECHANIC MECHANIC HELPER TRANS. CLERK HELPER, TRANS. MAINT.	AREA 550620 - OPERATIONS FACILITY GARAGE CAL, MECHANIC L MECHANIC APPR. MECHANIC B MECHANIC B MECHANIC B B	FABRIC: -WELDER APPR SHEET METAL WORKER APPR STOCKKEEPER (TRANS.) BLACKSMITH HELPER UTIL-WKR., MACH. AND METAL SHOP CLERK, CENTRAL SHOPS	CA, STEEL ERECTOR-MOVER BLACKSMITH BLACKSMITH LEAD SHEET METAL WORKER SHEET METAL WORKER SHEET METAL WORKER GANVAS WORKER MOBILE EQUIP. OPERATOR STEEL ERECTOR-MOVER MAINT, MACHINIST APPR	AREA 550615 - MACHINE-WELDING/BLKSMITH SHOP LEAD MAINT. MACHINIST CA., FABRIC, WELDING MAINT. MACHINIST LOI MAINT. MACHINIST EAGREYATOR WELDING LOI	APPR. MECHANIC COUNTER-INVENTORY CLERK MECHANIC HELPER LEAD STOCKKEEPER (TRANS.)	TRANSPORTATION AREA 550600 - TRANSPORTATION MGR.'S OFFICE TRANSP CONTROL CLERK LO AREA 550610 - TRANS. PARTS AREA	CLASSIFICATION TITLE
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		AA444 AA444 AA950 AA909 AA458 AA979	AA444 AA444 AA443 AA950 AA458 AA979	AA447 AA444 AA443 AA950	AA447 AA443 AA950 AA909 AA100 AE908	AA447 AA444 AA950 AA458 AE908	AA225 AA452 AA547 AE908	JOB CODE
74		AREA 550670 - GARAGE- HICKORY HILL SVC. CTR. CA., MECHANIC MECHANIC LC APPR. MECHANIC BHECHANIC MECHANIC BHECHANIC MECHANIC HELPER PARTS-ORDER CLERK TIRE REPAIRER LC HELPER, TRANS. MAINT. B-1	AREA 550650 - GARAGE - SOUTH SERVICE CENTER CA, MECHANIC LO MECHANIC LO APPR. MECHANIC B-E MECHANIC HELPER LO HELPER LO HELPER, TRANS. MAINT. B-E	AREA 550855 - GARAGE: SHEAHAN STATION CA., MECHANIC MECHANIC APPR. MECHANIC MECHANIC HELPER	AREA 350850 - HEAVY EQUIPMENT SHOP CA, MECHANIC MECHANIC APPR. MECHANIC MECHANIC HELPER PARTS-ORDER CLERK VEHICLE ISSUE CLERK TRANSPORTATION CLERK	CAL MECHANIC MECHANIC MECHANIC HELPER TIRE REPAIRER TRANS. CLERK	AREA 550840 - PAINT AND BODY SHOP CAL, PAINT AND BODY SHOP VEHICLE BODY REPAIRER UTIL. WORKER (TRANS.) TRANS. CLERK	CLASSIFICATON TITLE
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		GG772 GG784 GG941 GG776 GG776	EE541 EE540 EE542 EE542 EE544 EE780	EE586 EE555 EE585 EE5911 EE547	GA905 GA906 GC908 NA907	AA955 AA376 AA950 AA256	AA447 AA444 AA443 AA950 AA979	JOB CODE
75		AREA 850820 - GAS DISTRIBUTION C.A., CONST. AND MAINT. C.A., GAS.G.LECT. SERVICES MACHINE OPER. (GAS) UTILITY WORKER, 11 UTILITY WORKER 1	AREA 550810 - CONSTRUCTION AND MARKTEMANCE CA., LINEMAN LOI LINEMAN LOI CRANE OERATOR - DRIVER CLERK APPR., LINEMAN HLPR., ELECT. DIST. (PRE-APPR.) UTILITY WORKER1 B.E	AREA 550810 - UNDERGROUND C.I., URD ELECTRICIAN C.I., OPERATOR URD ELECTRICIAN MACHINE OPERATOR (ELECT.) UTILITY WORKER II	HICKORY HILL SERVICE CENTER AREA 550800 - MANAGER'S OFFICE CONST. COORDINATOR CLERK, SERVICE CTR. RECORD CLERK GEN. OFFICE CLERK EI FCTBIC CNSTRIBITION - MCKORY HILL	AREA 550690 - HEAVY EQUIPMENT OPERATIONS HEAVY EQUIP. OPERATOR LI APPR. HVY. EQUIP. OPER. B MECHANIC HELPER B SCHEDULE CLERK B	AREA 550680- GARAGE- BRUNSWICK SVC. CTR. C.Q., MECHANIC L. MECHANIC L. MECHANIC L. MECHANIC L. MECHANIC MECHANIC HELPER MECHANIC HELPER MAINT.	CLASSIFICATON TITLE
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LOP XII	•	EE541 EE540 EE573 EE542 EE544 EE780	EE588 EE555 EE585 EE6941 EB547	GA905 GA906 GC908 NA907	AA300 AA343 AA257 AA344 GG780	NN294 EE408 NN889 EE407 GA906	WW741 WW741 WW741 WW736
P XII GG772 CA. SERVICE CONST. AND MAINT WW937 CA. UII. SERVICE KANDO ASAN GG784 CA. CASSELECT. SERVICE GG844 MACHINE OPER (GAS) LOP VIII S VIII CA. SERVICE CONST. AND MAINT. GG772 CA. SERVICE CONST. AND MAINT. MACH ASSOD CASTIBIUTION ON WASH NACH CONST. AND MAINT. AREA ASSOD WATER DISTRIBUTION ON WASH NACH CONST. AND MAINT. AREA ASSOD. CUSTOMER ENGLISHERING SERVICE REPROBLER MACHINE OPERATOR (WATER) LOP WASH MACHINE OPERATOR (WATER) MACHINE OPERATOR (WATER) OP WASH AA300 CA. STORES AA300 CA. STORES AA300 CA. STORES AA300 CA. STORES AA301 CA. STORES AA301 CA. STORES AA301 CA. STORES AA302 CA. STORES AA302 CA. STORES AA303 CA. STORES AA304 CA. STORES AA304 CA. STORES AA304 CA. STORES AA304 CA. STORES CONST. CONTROL CLX. ABEA SSOD STOREROOM SS LOP MACHINE OPERATOR CONST. CONTROL CLX. ABEA SSOD STOREROOM SS LOP MACHINE CONTROL CLX. ABEA SSOD STOREROOM SS LOP LOP MACHINE CONTROL CLX. ABEA SSOD STOREROOM SS LOP LOP AA301 CAL STORES AA302 CAL STORES CONST. CONTROL CLX. ABEA SSOD STOREROOM SS LOP LOP AA303 CAL STORES AA304 CAL STORES CONST. CONTROL CLX. ABEA SSOD STOREROOM SS LOP LOP AA304 LOP AA305 CAL STORES AA306 CAL STORES AA306 CAL STORES ABELOP LOP AA307 AA308 CAL STORES AA308 CAL STORES AA309 CAL STORES AA300 CA	76	AREA 550910 - CONST. AND MAINTENANCE CA., LINEMAN LINEMAN CRANE OPER - DRIVER CLERK APPR., LINEMAN HELPER, ELECT. DIST. (PRE-APPR.) UTILITY WORKER!	AREA 550910 - UNDERGROUND CL, URD ELECTRICIAN CL, OPERATOR URD ELECTRICIAN MACHINE OPER, (ELECT.) UTILITY WORKER II	AREA 559900 - MANAGER'S OFFICE CONST. COORDINATOR CLERK, SERVICE CTR. RECORD CLERK GENERAL OFFICE CLERK	AREA 550860 - STOREROOM 87 CAL STORES MATERIAL HANDLER DATA INVENTORY CONT.CLRK. UTIL WORKER, STORES UTILITY WORKER!	AREA 550840 - CUSTOMER ENGINEERING SERVICE REPRESENTATIVE ORAFTER II, CUST. ENGINEERING SERVICE EXPEDITER DRAFTER I, CUST. ENGINEERING CLERK, SERVICE CIR.	AREA 550830 - WATER DISTRIBUTION C.C., UTR. SERVICE (WATER AND GAS) LEAD PIPELAYER MACHINE OPER (WATER) UTILITY WORKER II UTILITY WORKER I
MELASONO-GAS DISTRIBUTION MIN GG772 CA. SERVICE CONST. AND MAIN GG944 CAL UTIL. SERVICE MATER AND GAS) FOR GG945 CAL UTIL. SERVICE CONST. AND MAIN MACHINE DEFER (GAS) WAY CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS) WAY CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS WAY CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS WAY CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS WAY CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS WAY CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS WAY CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS WAY CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS WAY CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS WAY CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS CAL SERVICE CONST. AND MAIN MACHINE DEFER AND GAS CAL SERVICE CONST. AND MATER MACHINE DEFER AND GAS CAL SERVICE CONST. AND MATER MACHINE DEFER AND GAS CAL SERVICE CONST. AND MATER MACHINE DEFER AND GAS CAL SERVICE CONST. AND MATER MACHINE DEFER AND GAS CAL SERVICE CONST. AND MATER MACHINE DEFER AND GAS CAL SERVICE CONST. AND MATER MACHINE DEFER AND GAS CAL SERVICE CONST. AND MATER MACHINE DEFER AND GAS CAL SERVICE CONST. AND MATER MACHINE DEFER AND GAS CA		B-ELOP COP LOP LOP	66 a 66	B LOP B 8-ELOP	B-ELOP B-ELOP LOP LOP	FLOP B-ELOP LOP B	6-ECOP COP 1000 1000 1000 1000
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CA, SERVICE CONST. AND MAINT CA, UTIL. SERVICE (WATER AND GAS) CA, SERVICE CONST. AND JAINT CA, UTIL. SERVICES CA, SERVICE CONST. AND JAINT CA, UTIL. SERV, (WATER DISTRIBUTION CA, SERVICE CONST. AND JAINT CA, SITHE SERVICE CONST. AND JAINT AREA 550940 - CUSTOMER ENGLINEERING SERVICE REPRESENTATIVE DRAFTER II, CUSTOMER ENG. SERVICE EXPEDITER AREA 550940 - CUSTOMER ENGLINEERING SERVICE EXPEDITER DRAFTER II, CUSTOMER ENG. CA, STORES CA, STORES BRUNSWICK SERVICE CENTER AREA 550950 - STOREROOM 55 CA, STORES BRUNSWICK SERVICE CENTER AREA 550900 - MANAGER'S OFFICE CONST. COORDINATOR CLERK, SERVICE CENTER BRUNSWICK SERVICE CENTER CONST. COORDINATOR CLERK, SERVICE CENTER CONST. COORDINATOR CAL, INNEMAN LOP LINEMAN CAL, LINEMAN CAL, OPERATOR (LECT. DISTRIBUTION LOP LOP LOP LOP BELOP LOP LOP LOP LOP BELOP LOP BELOP LOP LOP BELOP LOP BE		EE541 EE540 EE555 EE540 EE542 EE544 EE544 EB547		AA300 AA343 AA343 AA343	WW77 WW77E NN29 EE 408 NNB85		GG77 WW98 GG78 GG94
	77	CA, LINEMAN LINEMAN CA, OPER, URD ELEC CRANE OP APPR LINE MACHINE HELPER, E UTILITY WO	BRUNSWICK SERVICE CENTER AREA 551000 - MANAGER'S OFFICE CONST. COORDINATOR CLERK, SERVICE CENTER RECORD CLERK	CLERK, SERVICE GENTER AREA 550950 - STOREROOM 53 CA., STORES MATERIAL HANDLER DATA INVENTORY CONTROL CLK. UTILITY WORKER STORES	_		
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AA300 AA343 AA257 AA344

CA, STORES
MATERIAL HANDLER
DATA INVENTORY CTRL. CLERK
UTIL. WORKER, STORES

JOB CODE

CLASSIFICATION TITLE

OCC. LOP GRADE

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	CA905 NN889 GA906 GC908 NA907	2006	AA257 AA344	AA300 AA343	EE407 GA906	EE408 NN889	N 229	WW780	WW941	WW937	GG780 GG770	66772 66784 66941	EE780	3
	CONST. COORDINATOR SERVICE EXPEDITER CLERK, SERVICE CENTER RECORD CLERK GENERAL OFFICE CLRK.	SOUTH SERVICE CENTER AREA 551200 - MANAGER'S OFFICE	DATA INVENTORY CTAL CLEAK UTIL WORKER, STORES	AREA 551050 - STOREROOM 69 CA, STORES MATRIAL HANDLER	DRAFTEH I, CUSTOMER ENG CLERK, SERVICE CENTER	OPARTER II, CUSTOMER ENG. SERVICE EXPEDITER	AREA 551040 - CUSTOMER ENGINEERING-BRUNSWICK SC	UTILITY WORKER!	LEAD PIPELAYEH MACHINE OPER. (WATER) (ITILITY WORDERS II	AREA 551030 - WATER DISTRIBUTION CA, UTIL SERVICES (WATER AND GAS)	OXYACETYLENE WELDER	AREA 551020 - GAS DISTRIBUTION CAL, SERVICE CONST. AND MAINT. CAL, GAS/FLECT. SEVICES MACHINE OPER (GAS) ITH MODERN (GAS)	UTILITY WORKER!	AREA 551010 - UNDERGROUND
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	NN294 EE408 EE407	WW738	EE941	GG772 WW937 WW741	GG780	GG94) GG778	WW937 GG784	GG772	EE971	EE544	EE541	EE585 EE941 EB547	EE586	JOB CODE
AREA 551250 - STOREROOM 58	AREA 551240 - CUSTOMER ENGINEERING SERVICE REPRESENTATIVE DRAFTER II. CUSTOMER ENG. DRAFTER I, CUSTOMER ENG.	UTILITY WORKER II	MACHINE OPER. (ELECT.) MACHINE OPER. (WATER)	CAL SERVICE CONST. AND MAINT. CAL, UTIL. SERV. (WATER AND GAS) I FAD DIDE! AVER	UTILITY WORKER I	MACHINE OPEN. (ELECT.) MACHINE OPEN. (GAS) UTILITY WORKEN II	CAL UTIL SERVICES (WATER AND GAS) CAL GAS/ELECT. SERVICES	AREA 551220 - GAS DISTRIBUTION C/L, SERV. CONST. AND MAINT	HELPER, SERVICE AND MAINT.	APPR. LINEMAN HELPER, ELECT. DIST. (Pro-APPR.)	AREA 551210 - CONST. AND MAINT. CA. LINEMAN	URD ELECTRICIAN MACHINE OPERATOR (ELECT.) UTILITY WORKER II	AREA 551210 - ELECT. DISTRIBUTION-URD CA. URD ELECTRICIAN	CLASSIFICATION TITLE
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